



RICHARD J. CODEY  
*Acting Governor*

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
*State Treasurer*

November 22, 2004

**TO:** All Potential Bidders

**RE: RFP #: 05-X-36389**  
**CONCRETE TRANSIT MIX (GRAY AND WHITE), PICK UP AND DELIVERED**

**IMPORTANT NOTE:**

a) **New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal shall be cause for automatic rejection of the bid proposal.**

b) **In accordance with Executive Order 134, the attached Certification form must be completed and returned with the Bid Proposal. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.**

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
Jan. 11, 2005	2:00 PM	<b>Bid Submission Due Date</b>

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

*Marco Valdivia*  
**RESEARCH SCIENTIST**

E-Mail Address: [marco.valdivia@treas.state.nj.us](mailto:marco.valdivia@treas.state.nj.us)  
Phone: (609) 292-0724  
Fax: (609) 292-0490

# **ATTENTION VENDORS**

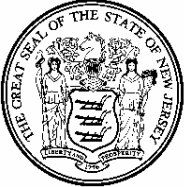
## **Vendor Information and Bidding Opportunities**

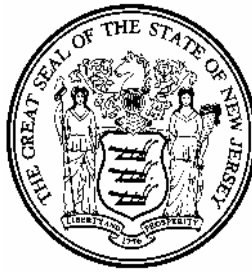
The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396.

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any questions about this process you may call (609) 292-8124 for more information.

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 05-X-36389</b>
	<b>FOR: CONCRETE TRANSIT MIX (GRAY AND WHITE), PICK UP AND DELIVERED</b>	TERM CONTRACT #: <b>T0157</b> REQUESTING AGENCY: <b>DEPARTMENT OF TRANSPORTATION</b>
	ESTIMATED AMOUNT: <b>\$ 200,000.00</b> CONTRACT EFFECTIVE DATE: 04/01/05 CONTRACT EXPIRATION DATE: 03/31/06 COOPERATIVE PURCHASING: <a href="#">ATTACHMENT 4</a> SET ASIDE: SEE: "NONE"	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b> MARCO VALDIVIA PHONE NUMBER: 609-292-0724 FAX NUMBER: 609-292-0490 E-MAIL ADDRESS <a href="mailto:marco.valdivia@treas.state.nj.us">marco.valdivia@treas.state.nj.us</a>
<b>TO BE COMPLETED BY BIDDER:</b> <div>Firm Name: _____ Address: _____</div>		
<b>PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:</b> <div>1) <b>PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 01/11/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.</b> 2) THE BIDDER MUST SIGN THE PROPOSAL. 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT. 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK. 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER. 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %. CHECK THE TYPE OF BID SECURITY SUPPLIED:  ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____  CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____  7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). <a href="#">SEE ATTACHMENT 1</a> 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE: <u>N/A</u> SITE INSPECTION: <u>N/A</u></div>		
<b>ADDITIONAL REQUIREMENTS</b> <div>9) PERFORMANCE SECURITY: \$ <u>N/A</u> OR <u>0</u> %      10) PAYMENT RETENTION: <u>00%</u> 11) AN AFFIRMATION ACTION FORM (<a href="#">ATTACHMENT 3 OF RFP</a>)      12) A MACBRIDE PRINCIPALS CERTIFICATION (<a href="#">ATTACHMENT 2 OF RFP</a>) 13) REQUESTED DELIVERY: <b>2 Days</b> FROM RECEIPT OF ORDER. 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12). 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL BUSINESSES (SEE N.J.A.C. 17:13-3.1 &amp; 13.3.2).</div>		
<b>TO BE COMPLETED BY BIDDER</b> <div>16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER. 17) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS. 18) BIDDER PHONE NO: _____ 19) BIDDER FAX NO. _____ 20) BIDDER E-MAIL ADDRESS. _____ 21) BIDDER FEDERAL ID NO. _____ 22) YOUR BID REFERENCE NO. _____</div>		
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.		
23) ORIGINAL SIGNATURE OF BIDDER		24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE		26) DATE



**Bid Number: 05-X-36389**

**REQUEST FOR PROPOSAL FOR:**

**GRAY AND WHITE CONCRETE TRANSIT MIX,  
PICK UP AND DELIVERED**

Date Issued: 11/22/04

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau, PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Cooperative Purchasing Member



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## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the state's using agencies. The purpose of this RFP is to solicit bid proposals from qualified bidders to furnish timely quantities of Transit Mix Portland cement concrete. This RFP is structured to establish prices to permit obtaining material, which is either delivered to specified locations described in the bid proposal or is F.O.B. plant.

The intent of this RFP is to award contracts to those responsible bidders whose bids, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

**Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.**

### 1.2 BACKGROUND

This is a repurchase of the **Concrete Transit Mix, Delivered** term contract, presently due to expire on **March 31, 2005**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is **T0157**. The address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

#### 1.2.1 SPECIAL PICK UP

NJ DOT may pickup material from a contractor's plant closest to a job site when it is in the best interest of the State.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail.

Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Marco Valdivia

E- Mail: [marco.valdivia@treas.state.nj.us](mailto:marco.valdivia@treas.state.nj.us)

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

### 1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is ten business days prior to the original bid opening date. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

## 1.4 ADDITIONAL INFORMATION

### 1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

**There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

### 1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

### 1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

### 1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

### 1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

### 1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

#### 1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

#### 1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

#### 1.5 BIDDER'S SIGNATURE

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, fob shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP.

#### 1.6 STANDARD DOT SPECIFICATION REFERENCES

Standard DOT Specification References will appear as follows where applicable: *Standard DOT Specification XXX.XX*. All such paragraph numbers appearing throughout this RFP refer to specific sections of standard New Jersey Department of Transportation specifications and reference books. The relevant specifications may be accessed online at:  
<http://www.state.nj.us/transportation/eng/specs/Road&Bridges/English/EnglishStandardSpecifications.htm>

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** – The contractor is the bidder awarded a contract.

**Days** – Unless otherwise designated, days as used in the contract documents mean calendar days.

**Director** – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** – The Division of Purchase and Property

**May** – Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** – This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

**Should** – Denotes that which is recommended, but not mandatory.

**State** – State of New Jersey

**State Business Day** – A calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays or State office closings as declared by the Governor.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. For purposes of this contract the State Contract Manager shall be the Supervisor of Materials (or designee) at the New Jersey Department of Transportation 1035 Parkway Avenue, Trenton, NJ 08625; Phone: (609) 530-3846.

**Using Agency[ies] or Agency[ies]** – The entity[ies] for which the Division has issued this RFP.

**Working Day** – Any calendar day, exclusive of Saturdays, Sundays and State holidays.

### 2.2 CONTRACT SPECIFIC DEFINITIONS

#### **Abbreviations**

*Standard DOT Specification 101.01& 101.2*

Wherever in the specifications or other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth in the following subsection.

When a publication is specified, it shall refer to the most recent date of issue as a specific date or year is provided for.

Wherever the following abbreviations are used, they are to be constructed the same as the respective expressions represented.

AASHTO – American Association of State Highway and Transportation Officials  
ACI – American Concrete Institute  
ANSI – American National Standards Institute  
ASTM – American Society for Testing and Materials  
CIAP – Construction Industry Advancement Program of New Jersey  
FHWA – Federal Highway Administration  
FSS – Federal Specifications and Standards,  
GSA – General Services Administration  
NEMA – National Electrical Manufacturers Association  
NJAC – New Jersey Administrative Code  
NJDOT – New Jersey Department of Transportation  
NJSA – New Jersey Statutes Annotated  
NACE – National Association of Corrosion Engineers  
OSHA – Occupational Safety and Health Administration  
UL – Underwriters' Laboratories

**Department** – The term "Department" means the Department of Transportation of the State of New Jersey, as created by law.

**Department Laboratory** – The term "Department Laboratory" means the main testing laboratory located at 930 Lower Ferry Road, Trenton, New Jersey 08625 or such other laboratory as the department may designate.

**Engineer** – The term "Engineer" means the State transportation engineer, as created by law, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

**NOTE:** In order to avoid repetition, whenever the following words are used, it shall be understood as if they were followed by the words "To the Engineer" or "By the Engineer":

"Acceptable, Accepted, Added, Allowed, Applied, Approved, Assumed, Authorized, Awarded, Calculated, Charged, Checked, Classified, Computed, Condemned, Conducted, Considered, Considered Necessary, Contemplated, Converted, Deducted, Deemed, Deemed Necessary, Deleted, Designated, Determined, Directed Disapproved, Divided, Documented Established, Evaluated, Examined, Excluded, Furnished, Given, Granted, Included, Incorporated, Increased, Indicated, Inspected, Insufficient, Issued, Made, Marked, Measured, Modified, Monitored, Notified, Observed, Obtained, Opened, Ordered, Paid, Paid For, Performed, Permitted, Provided, Received, Recorded, Reduced, Re-Evaluated, Rejected, Removed, Required, Reserved, Re-Tested, Returned, Sampled, Satisfactory, Scheduled, Specified, Stopped, Submitted, Sufficient, Suitable, Supplied, Suspended, Taken, Tested, Unacceptable, Unsatisfactory, Unsuitable Or Used.

**Inspector** – The engineer's authorized representative assigned to inspect contract performance, methods and materials related to the work both on and off the site of the project.

**Materials Questionnaire** – The specified forms on which the contractor shall notify the engineer of the sources of materials he expects to use.

**Project** – The specific section of highway or other public improvement together with all appurtenances and construction to be performed thereon under the contract. The necessary work of providing the various materials and services in combination or individual and performing the work in order to obtain the product required under the terms of this contract. The project may include work by others under other contracts.



### 3.0 COMMODITY DESCRIPTION

#### 3.1 GENERAL

##### 3.1.1 AUTHORITY OF THE ENGINEER

*Standard DOT Specification 105.01*

The engineer will decide all questions, which may arise as to the quality and acceptability of materials, furnished.

All materials furnished shall be in conformity with the material requirements, including tolerances, if any, shown in the contract documents.

In the event the engineer finds the materials or the finished product in which the materials are used, or the work performed are not in conformity with the specifications, and have resulted in any inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected at no cost to the state.

##### 3.1.2 DUTIES OF THE INSPECTOR

*Standard DOT Specification 105.13*

Inspectors employed by the department will be authorized by the engineer to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, or manufacture of the materials to be used.

##### 3.1.3 INSPECTION OF WORK

*Standard DOT Specification 105.14*

All materials and each part or detail of the work shall be subject to inspection by the engineer. The engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. When the engineer is in or about the premises above referred to in the course of his employment, he is deemed conclusively to be an invitee of the contractor. If the contractor is not the owner of the place where preparation or manufacture is in progress, the owner thereof shall be deemed to be the agent of the contractor with respect to the obligation assumed hereunder. The contractor or his agent shall be responsible for the payment of claims for injuries to the engineer due to negligence on the part of the said contractor or his agent.

The engineer may order any materials delivered without his supervision or inspection to be removed and replaced at the contractor's expense. Also, should the materials delivered prove unacceptable, the removal and replacement of such materials will be at the contractor's expense.

The contractor is responsible for carrying out the provisions of the contract at all times and for control of the quality of the materials regardless of whether an authorized inspector is present or not. This obligation to provide the required materials in accordance with the contract documents is not relieved by the observations of the engineer in the administration of the contract, nor by inspections, tests, or approvals by others. Materials not meeting the contract requirements shall be made good and unsuitable materials may be rejected, notwithstanding that such materials had been previously inspected and approved by the department or that payment therefor has been included in a monthly invoice.

##### 3.1.4 LOAD RESTRICTIONS

*Standard DOT Specification 105.17*

The department will monitor the contractor's observance of legal load limits in accordance with the following:

For trucks with weigh tickets, a certified weigh ticket shall be furnished with each load.

For concrete delivery trucks, a list of trucks including the certified tare weight and the maximum cubic yard load for each shall be furnished prior to the start of work and shall be updated at the start of each construction season thereafter.

Any truck found to be in excess of the legal load limit may have that load of material rejected and will not be accepted for delivery.

## 3.2 CONTROL OF MATERIALS

*Standard DOT Specification 106*

### 3.2.1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

*Standard DOT Specification 106.01*

All materials shall be furnished by the contractor shall unless otherwise specifically prescribed in the contract documents. The materials shall conform to the requirements of the contract documents and shall be from approved sources. Only materials, which have been approved by the engineer, shall be used.

Promptly after the execution of the contract, the engineer shall be notified on materials questionnaire forms furnished by the department, of the sources of materials expected to be used during the 6-month period thereafter. Such notice shall be received by the engineer no later than 10 days prior to the shipment of materials from a previously approved source and no later than 30 days prior to the shipment of materials from a source not previously approved, except that, with the engineer's consent, shipments of materials from approved stocks may be permitted to be made 3 days after notice to the engineer.

Within 12 hours after receiving a shipment of materials, the engineer shall be notified of the quantity and location thereof.

In any item, the sources, brands or types of materials shall not be changed without the consent of the engineer. Request for such changes shall be filed with the engineer the number of days in advance of such changes as required above.

The foregoing provisions shall apply with regard to requests by subcontractors for the sources of the materials they propose to use, such requests to be submitted through the contractor.

The notice provisions of this subsection shall not be so construed as to relieve the contractor of his obligation to ensure that all materials required shall be available at the time and place as set forth in subsection 108.10 is met. If any doubt exists as to the timely availability of a material, the engineer shall be immediately informed, in writing, of the potential problem and of the action to be taken to guaranty the availability of such materials.

Stockpiles of materials whose availability is or may be problematical shall be established at an early date.

### 3.2.2 MATERIALS, INSPECTIONS, TESTS AND SAMPLES

*Standard DOT Specification 106.03*

After notification of bid award and prior to shipment of the material, the contractor shall contact the chief, bureau of materials, **PO Box 607 Trenton, New Jersey 08625, Telephone No: 609-530-2307**, to arrange for inspection and testing of their batching plant, mixing equipment and sources of materials. All of these items must be approved within fifteen (15) days following the date of award of contract. Failure to secure approval within the specified time shall be due cause for the department to request cancellation of the contract and make an award to the next low bidder.

All materials being used are subject to inspection, testing or rejection at any time prior to acceptance. Samples will be taken by a representative of the department. Results of tests made with the department laboratory's apparatus and conforming to the requirements specified in the prescribed methods of tests, are official and copies of test results will be furnished upon request.

Testing will be performed in accordance with AASHTO or ASTM methods of tests or in accordance with specified departmental test methods as described in section 990.

Except as otherwise provided, all materials will be tested at the expense of the state.

The required number of samples and rate of sampling or certifications of compliance for the various materials are as specified in the respective methods of test or in the subsections applicable to that particular material or pay item.

The state reserves the right to reject any material not complying with the requirements set forth in this specification. If the material fails to comply with the requirements, it shall be removed and replaced by the contractor, at no cost to the state, with material complying with the requirements set forth herein.

### 3.2.3 CERTIFICATION OF COMPLIANCE

*Standard DOT Specification 106.04*

Materials specified will be accepted on the basis of certificates of compliance stating that such materials fully comply with requirements of the contract. The form of certificates of compliance shall be approved by the engineer.

Materials used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the contract requirements, will be subject to rejection whether in place or not. The contractor shall require the manufacturer or supplier to furnish four copies of certificates of compliance with each delivery of materials that are acceptable by certification. One copy shall be furnished to the engineer, two copies shall be furnished to the department laboratory and one copy shall be retained by the contractor.

Certificates of compliance are to contain the following information:

- Project to which the material is consigned.
- Name of the contractor to which the material is supplied.
- Kind of material supplied.
- Quantity of material represented by the certificate.
- Means of identifying the consignment, such as label marking, seal number, etc.
- Date and method of shipment.
- Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate. Signature of a person having legal authority to bind the supplier.
- Signature attested to by a notary public or other properly
- Authorized person.

Payments will not be made for materials specified to be accepted on the basis of certificates of compliance until the engineer has received the required certificate of compliance.

### 3.2.4 PLANT INSPECTION

*Standard DOT Specification 106.05*

The engineer may undertake the inspection of materials at the source. Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

In the event plant inspection is undertaken, the following conditions shall be met:

- The engineer will have the cooperation and assistance of the contractor and the producer with whom he contracted for materials.
- The engineer will have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

- If required by the engineer, the contractor shall arrange for approved office space for the use of the inspector; such space to be located conveniently in or near the plant.

Adequate safety measures shall be provided and maintained. It is understood that the department reserves the right to retest all materials which have been tested and accepted at the source of supply after the same have been delivered and to reject all materials which, when retested, do not meet the requirements of the contract documents.

### **3.3 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

*Standard DOT Specification 107*

#### **3.3.1 Sanitary, Health, and Safety Provisions.**

*Standard DOT Specification 105.01*

The contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees and for state field offices and materials field laboratory as may be necessary to comply with the requirements of the state and local health departments or of other bodies or tribunals having jurisdiction.

The contractor shall observe all rules and regulations of the federal, state and local health officials. Attention is directed to federal, state and local laws, rules and regulations concerning construction safety and health standards. The contractor shall not require any worker to work in surroundings or under conditions, which are unsanitary, hazardous or dangerous to his health or safety.

The contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of the occupational safety and health administration or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

#### **3.3.2 PUBLIC CONVENIENCE AND SAFETY**

*Standard DOT Specification 107.11*

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the state department of labor and industry, shall be observed.

### **3.4 PROSECUTION AND PROGRESS**

*Standard DOT Specification 108*

#### **3.4.1 TIME OF COMPLETION**

*Standard DOT Specification 108.10*

The contract duration as specified in the proposal shall be the period that orders may be submitted for the receipt of material. The contractor will be required to make delivery of all ordered materials after expiration of the contract provided an order for the item(s) was submitted prior to the expiration date.

### **3.5 MEASUREMENT AND PAYMENT**

#### **3.5.1 MEASUREMENT OF QUANTITIES**

*Standard DOT Specification 109.01*

Measurements will be made in accordance with United States standard measure.

The method of measurement and computations to be used in determination of quantities of work performed under the contract are those methods generally recognized as conforming to good engineering practice.

All materials, which are measured or proportioned by weight, shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the engineer.

Platform truck scales shall be direct-reading, cabinet dial type or an electronic load cell type with a visual indicating device capable of automatically printing both gross and tare weights and time and date on the delivery ticket. The time and date may be printed automatically by a time clock each time the truck passes over the scale. The scales shall be equipped with a motion detection device or a time delay relay, which prevents printing the weight on the delivery ticket until the scale is fully at rest. Tare beams must be removed or permanently locked in place. The scale shall have a manufacturer's rating equal to or greater than the maximum gross load being weighed.

Scales or slave systems shall be so located that they are plainly visible to the plant operator at all times.

The graduation of scales used in weighing amounts of aggregates less than 5,000 pounds shall not be greater than 5 pounds; for amounts of aggregates from 5,000 to 10,000 pounds, not greater than 10 pounds; and for amounts of aggregates in excess of 10,000 pounds, not greater than 0.1 percent of the capacity of the scales.

### 3.5.2 SCOPE OF PAYMENT

*Standard DOT Specification 109.02*

The contractor shall receive and accept the compensation provided for in the contract as full payment for furnishing all labor, materials, tools, batching, trucking expense, mixing, proper UNLOADING where directed, equipment and incidentals necessary to provide complete and acceptable deliveries of various types and classes of Transit Mix Portland cement concrete; also, except where specifically provided elsewhere in the contract documents for all risk, loss, damage, or expense of whatever character arising out of the nature of preparing and transporting of the Portland cement concrete mixtures or the prosecution thereof, or for the action of the elements, or for any unforeseen difficulties which may be encountered during the prosecution of the required work under this contract.

### 3.6 CONCRETE SURFACE COURSE

*Standard DOT Specification 405*

#### 3.6.1 DESCRIPTION

*Standard DOT Specification 405.01*

This work shall consist of the proper batching, mixing and transporting to a job site a specified type and class of portland cement concrete.

#### 3.6.2 MATERIALS

*Standard DOT Specification 405.02*

Portland cement concrete shall conform to Section 914. Other materials shall conform to the following subsections:

- |  |        |
|--|--------|
| • Sand   | 901.09 |
| • Curing Materials   | 905.03 |
| • Preformed expansion Joint Sealer                                 | 908.01 |
| • Joint Sealer   | 908.02 |
| • Reinforcement Steel For Concrete Base & Concrete Surface Courses | 915.03 |

Patching materials for filling core holes in the Portland cement concrete pavement shall be fresh concrete conforming to section 914 and of the same strength as the existing pavement or a commercial patch mix approved by the Engineer that will provide the same strength as the existing pavement.

Ties Shall Conform To ASTM A 996, Grade 40

Epoxy grout shall be a two-component, solvent free, 100 percent solids epoxy resin compound that cures under normal temperatures, is non-shrinking and is of high chemical resistance. The epoxy grout system shall consist of a high modulus, gel epoxy resin system meeting the requirements of ASTM c 881, type 1, grade 3, classes b and c, and meeting the performance requirements tabulated below:

### 3.7 PERFORMANCE REQUIREMENTS

Property	ASTM Test Procedure	Required Results
Compressive Strength	D 695	10,000 PSI MIN.
Tensile Strength	D 638	3,000 PSI MIN.
Flexural Strength	D 790	3,800 PSI MIN.
Shear Strength	D 732	2,800 PSI MIN.
Water Absorption	D 570	1.0% MAXIMUM
Bond Strength	C 882	PSI (SEE NOTE)
Effective Shrinkage	C 883	PASS

Note: Shall meet specifications of ASTM c 881.

The epoxy grout materials will require the submission of certified testing results in compliance with all of the above requirements and manufacturer's specifications for materials and installation procedures before acceptance for use.

### 3.8 EQUIPMENT/FACILITIES

*Standard DOT Specification 405.03*

#### 3.8.1 BATCHING PLANT

Portland cement concrete shall be supplied by a plant, which meets all requirements of the specifications and has the facilities necessary to ascertain and control the quality of the concrete.

The plant shall include bins, weighing hoppers and scales for the fine aggregate and for each size of coarse aggregate. If cement is used in bulk, a bin, hopper and separate scale for cement shall be included. The weighing hoppers shall be sealed and vented to preclude dusting during operation. The batch plant shall be equipped with a non-resettable batch counter, which indicates the number of batches proportioned.

**Bins and Hoppers:** Bins with separate compartments for fine aggregate and for each size of coarse aggregate shall be provided at the batching plant.

**Scales:** The scales for weighing aggregates and cement shall be of either the beam type or the springless dial type or the electronic load cell type with a read-out. They shall be accurate within 0.5 percent for cement and 1 percent for aggregate throughout the range of use. When beam type scales are used, a telltale dial shall be provided for indicating to the operator the required load in the weighing beams and for indicating critical position clearly. Poises shall be designed to be locked in any position and to prevent unauthorized change. The weigh beam and telltale device shall be in full view of the operator who shall have convenient access to all controls while charging the hopper.

Plant scales shall be accurate within the tolerances permitted by the New Jersey department of law and public safety, office of weights and measures, and shall conform to the requirements of the National Bureau of Standards Handbook 44. Scales shall be tested semiannually and certified by the Office of Weights and Measures, New Jersey Department of Law and Public Safety, or a municipal Weights and Measures agency.

There shall be not less than ten 50-pound weights at hand for frequent testing of all scales. A convenient means of temporarily attaching the weights to the weigh hopper shall be provided.

**Water Measuring Equipment:** Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error not over 1 percent. Unless the water is to be weighed, the water measuring equipment shall include an auxiliary tank from which the measuring tank shall be filled. The measuring tank shall be equipped with outside taps and valves or other means to permit

accurate calibration and to provide for readily and accurately determining the amount of water in the tank. The volume of the auxiliary tank shall be at least equal to that of the measuring tank.

**Admixture Dispenser:** An automatic displacement dispenser with plant operation shall be used for adding each admixture.

**Automatic Batching System:** Batching plants equipped to proportion aggregates and bulk cement by means of automatic weighing and recordation devices shall consist of a combination of automatic batching controls meeting the following requirements:

- A. All batching equipment in the system for batching by weight must be actuated by a single starting mechanism. A separate starting mechanism is permitted for volumetric batching of water and/or admixtures not batched at the time of initial weighing.
- B. Each automatic batcher must return to zero tolerance and each volumetric device must reset to start or signal empty before it may be charged.
- C. The discharge of any ingredient in the system shall not start unless all batching controls have been cleared of the previous batch with scale returning to zero tolerance and volumetric devices resetting to start or signaling empty. The discharge of any weighed ingredient shall not start until all weighed ingredients have been batched.
- D. For cumulative batchers, interlocked sequential controls shall be provided.
- E. The automatic batching controls shall start the weighing operation of each material and stop automatically when the designated weight of each material has been reached, interlocked in such a way that:
  - 1. The charging device cannot be actuated until the scale has returned to zero balance within plus or minus 0.3 percent of the scale capacity.
  - 2. The discharge device cannot be actuated until the required material is within the applicable tolerances.
  - 3. The discharge device cannot be actuated if the charging device or the discharge device is open.

**Recordation:** Each automatic batching plant shall be equipped with an accurate recorder or recorders, which provide a permanent and continuous record of batching operations. A maximum of two recording units in lockable enclosures shall be provided with each plant. A batching record shall be removed as directed and it shall become the property of the department. Each recorder shall produce a digital record on tickets and shall provide the following information:

- A. The quantity or batched weights of each aggregate, and of Portland cement, water and admixture.
- B. The zero balance condition of each scale after batchers have been discharged, or prior to the start of the batching operation.
- C. A means of identifying each admixture batched.
- D. The time, date and batch number of each batch delivered.
- E. Mix formula or concrete classification identification.

**Plant Laboratory:** A plant laboratory shall be provided and maintained at each plant site for use of the engineer for sampling and testing and for use of the producer for quality control functions. The plant laboratory shall also include an office area for use by the engineer.

A quality control technician shall be available during production. The quality control technician must be certified by ACI as a concrete field technician grade 1. Control testing shall include moisture content and gradation of the aggregate, and slump and air tests of the plastic concrete.

The plant laboratory shall be located to provide an unobstructed view of the trucks as they are loaded.

The plant laboratory shall have a floor area of not less than 225 square feet, a ceiling height of not less than 7 1/2 feet, adequate ventilation and artificial lighting, and shall have sanitary facilities in accordance with subsection 107.10.

The plant laboratory shall be weather tight, heated and air-conditioned to maintain temperatures for testing purposes between 68 and 80 degrees f.

The plant laboratory shall have the following:

<b>A.</b>	WORK BENCHES, TOTALING NOT LESS THAN 2 BY 15 FEET, AND TWO STOOLS.	
<b>B.</b>	DESK, TABLE AND AT LEAST TWO CHAIRS.	
<b>C.</b>	FOUR-DRAWER, LEGAL-SIZE FILE CABINET WITH LOCK AND TWO KEYS.	
<b>D.</b>	SHELVES AND SUPPLY CABINETS.	
<b>E.</b>	ELECTRONIC CALCULATOR WITH PRINTOUT TAPE.	
<b>F.</b>	WATER COOLER SUPPLIED WITH BOTTLED WATER.	
<b>G.</b>	TELEPHONE, DIRECT PRIVATE LINE WITH NO MONITORING OR RECORDING DEVICES ATTACHED.	
<b>H.</b>	CLASS ABC FIRE EXTINGUISHER, OR A CLASS A AND A CLASS B FIRE EXTINGUISHER, MEETING FIRE UNDERWRITERS' APPROVAL.	
<b>I.</b>	FIRST AID BOX, CONTAINING THE FOLLOWING LIST OF SUPPLIES:	
<b>QUANTITY</b>	<b>SIZE</b>	<b>ITEM</b>
<b>32</b>	3/4 BY 3 IN	BRAND SHEER BANDAGES
<b>20</b>	1 BY 3 IN	BRAND FABRIC BANDAGES
<b>4</b>	MEDIUM	NON-STICK PADS
<b>2</b>	2 IN	SOF-GAUZE BANDAGES
<b>2</b>		OVAL EYE PADS
<b>1</b>	52 IN	TRIANGLE BANDAGE
<b>1</b>	1/2 BY 180 IN	HYPO-ALLERGENIC FIRST AID TAPE
<b>10</b>		ANTISEPTIC WIPES
<b>1</b>	1.2 OZ	BURN CREAM, FOIL PACK
<b>1</b>	8 OZ	FIRST AID CREAM
<b>1</b>	100 CAPLETS	TYLENOL EXTRA STRENGTH CAPLETS
<b>1</b>		SCISSORS
<b>1</b>		TWEEZERS
<b>1</b>		FIRST AID GUIDE
<b>1</b>	1/2 OZ	OPHTHALMIC IRRIGATION SOLUTION
<b>1</b>		CONTENTS CARDS
<b>10</b>		DISPOSABLE GLOVES
<b>10</b>	0.1 OZ	AMMONIA INHALANTS
<b>J.</b>	ELECTRIC OUTLETS SUFFICIENT IN NUMBER AND CAPACITY FOR OPERATING THE REQUIRED EQUIPMENT AND FOR DRYING SAMPLES.	
<b>K.</b>	DISPLAY BOARDS, APPROXIMATELY 4 BY 4 FEET, FOR MOUNTING CONTROL CHARTS.	
<b>L.</b>	MECHANICAL SHAKERS, SCREENS AND SIEVES CONFORMING TO AASHTO M 92. THE MECHANICAL SHAKER SHALL BE INSTALLED AND BOLTED DOWN IN A SOUND DAMPENING AND DUSTPROOF ENCLOSURE.	
<b>M.</b>	A MINIMUM 12 INCH DIAMETER EXHAUST FAN SHALL BE PROVIDED IN PROXIMITY TO THE MECHANICAL SHAKER.	
<b>N.</b>	SINK WITH HOT AND COLD RUNNING WATER HAVING ADEQUATE	



	PRESSURE, DRAINBOARD AND DRAIN CAPABLE OF HANDLING ELUTRIABLE MATERIAL
<b>O.</b>	STAND TO HOLD SIEVES USED IN WASHING ELUTRIABLE MATERIAL.
<b>P.</b>	TWO-ELEMENT HOT PLATE OR ELECTRIC RANGE HAVING DIAL-TYPE THERMOSTATIC CONTROLS TO ADJUST THE HEAT FOR DRYING AGGREGATES.
<b>Q.</b>	PLATFORM SCALE OF 200 POUNDS MINIMUM CAPACITY WITH A BEAM OR DIAL WITH SIGNIFICANT GRADUATIONS OF 1/10 POUND OR LESS.
<b>R.</b>	BALANCE OR BALANCES CONFORMING TO AASHTO T 27.
<b>S.</b>	SAMPLE SPLITTER OR SPLITTERS CAPABLE OF SPLITTING AGGREGATES FROM 2 1/2 INCHES GRADATION SIZE THROUGH CONCRETE SAND SIZE.
<b>T.</b>	CALIBRATED CONTAINER FOR UNIT WEIGHT OF AGGREGATES, CONFORMING TO AASHTO T 19/T19M.
<b>U.</b>	UNIT WEIGHT CONTAINER, 1/2 CUBIC FEET, FOR CONCRETE, IN ACCORDANCE WITH AASHTO T 121.
<b>V.</b>	SLUMP CONE AND ROD.
<b>W.</b>	PRESSURE AIR METER (AND VOLUMETRIC AIR METER WHEN REQUIRED FOR LIGHTWEIGHT CONCRETE.)
<b>X.</b>	EQUIPMENT FOR DETERMINING SPECIFIC GRAVITY OF BOTH FINE AND COARSE AGGREGATES.
<b>Y.</b>	MISCELLANEOUS ITEMS INCLUDING RUBBER HAMMER, MASON'S TROWELS, POINTED SHOVEL, SMALL AND LARGE SUGAR SCOOPS, HEAVY GALVANIZED PAIL APPROXIMATE 14 QUART CAPACITY, AGGREGATE SAMPLE PANS, BRUSHES, FLASHLIGHT, GLASSWARE, STEEL STRAIGHT-EDGE APPROXIMATE 18 BY 2 INCHES, AND SUCH EXPENDABLE SUPPLIES AS ARE NECESSARY FOR THE TESTS TO BE MADE.

All weighing devices utilized for the testing of samples shall be inspected semi annually and sealed by the office of weights and measures, new jersey department of law and public safety or a municipal weights and measures agency.

Accuracy and certification requirements for all weighing devices for the testing of samples shall be as specified for plant scales in subheading 4 of the fourth and fifth paragraph of subpart B in section 404.04

**Safety:** Adequate and safe stairways shall be provided at points where accessibility to plant operations is required. Overhead protection shall be provided at locations where deemed necessary. all gears, pulleys, chains, sprockets and other hazardous moving parts shall be guarded and protected.

The plant shall conform to all state and local safety requirements. when plant production occurs during nighttime hours, additional lighting shall be provided throughout the stockpile, plant, and laboratory areas to ensure a clear view of the operations.

### 3.9 HANDLING, MEASURING AND BATCHING MATERIALS

*Standard DOT Specification 405.07*

The batch plant site, layout, equipment and provisions for transporting material shall be such as to assure a continuous supply of concrete to the work.

Stockpiles shall be in accordance with subsection 901.02.

The fine aggregate and each size of coarse aggregate shall be weighed separately into hoppers in the amounts in the job mix design.

Cement shall be measured by weight. Each bag of cement shall weigh 94 pounds and 94 pounds of bulk cement shall be considered one bag. Batches involving fractional bags are not allowed except when bulk cement is used. When bulk cement is used, separate scales and hoppers shall be used for the cement with

a device to indicate the complete discharge of the batch of cement into the batch box or container. The weighing hopper and scale shall be of adequate size, completely encased, with provisions for locking. The hopper discharge mechanism shall be interlocked against opening until the full batch is in the hopper and the scale balanced, against opening while the hopper is being filled, against closing until the hopper is entirely discharged and the scale back in balance, and against opening if the batch in the hopper is either overweight or underweight by more than 1 percent of the amount specified. The weighing hopper discharge gate shall operate in such a manner so as not to affect the scale balance. The discharge chute, boot or other such device shall be suspended from the encasement and not from the weighing hopper and shall be so constructed that cement does not lodge therein and there is no loss of cement by air currents or otherwise. There shall be means to assure the presence in each batch of the entire cement content required.

Where bulk cement is to be used, there shall be provided separate storage for tested and approved cement, which shall be held in such storage for the particular project or projects for which it was consigned. Different brands of cement, or the same brand of cement from different mills, shall not be mixed nor shall they be used alternately unless approved.

For individual batches, the following tolerances shall apply based on the required scale reading:

Cement: plus or minus 1 percent of the required weight of material being weighed or plus or minus 0.3 percent of scale capacity, whichever is greater. Aggregates 1 1/2 inches or smaller: plus or minus 2 percent of the required weight of material being weighed or plus or minus 0.3 percent of the scale capacity, whichever is greater. Aggregates larger than 1 1/2 inches: plus or minus 3 percent of the required weight of material being weighed or plus or minus 0.3 percent of scale capacity, whichever is greater.

The water measuring system shall be capable of incorporating in the batch, the predetermined quantity of water, to an accuracy of plus or minus 1 percent. The measuring device shall automatically register and stop the flow of the water when the designated quantity has been delivered into the mixing drum.

Plants shall be equipped with a separate dispensing system with a visual sight gauge for each admixture incorporated into the concrete.

Admixtures shall be added to the mixing water or sand. Each system shall be capable of dispensing the total amount required to within plus or minus 3.0 percent or 1 ounce, whichever is greater. Convenient means shall be provided to calibrate each system. Such admixture devices shall also be provided with each truck mixer approved for dispensing admixtures at the project or placement site.

Fly ash shall be stored at the batching plant in a separate storage facility. The scales and batching tolerances shall be equivalent to those specified for Portland cement. When fly ash is weighed cumulatively with the cement, the fly ash shall be last in the batching sequence. A split silo containing fly ash and cement will not be permitted.

A representative of the fly ash producer shall be available for technical assistance.

### 3.10 MIXING CONCRETE

*Standard DOT Specification 405.08*

Concrete may be mixed at the job site in transit-mix trucks

Mixing time shall be measured from the time all materials are in the drum.

The following mixing methods are permissible:

- (3) Mixing on the project in truck mixers,
- (4) Transit mixing, and
- (1) Mixing on the project in continuous mixing type truck mixers.

The following shall apply to mixing methods (1) and (3):

**Mixing On The Project In Truck Mixers.** Mixing on the project in truck mixers shall not be used for concrete surface or structural concrete items.

Truck-mixed concrete shall be material proportioned at a batching plant and mixed in a revolving-drum truck mixer at the point of delivery following the addition of the proper amount of mixing water.

Each truck mixer shall have attached a metal plate or plates on which is plainly marked the manufacturer's capacity rating in terms of the gross drum volume, the capacity of the drum in terms of the volume of mixed concrete, and the manufacturer's designated drum speed of rotation for both mixing and agitation. Truck mixers shall be equipped with electrically actuated counters by which the number of revolutions of the drum may be readily verified.

The counter unit shall be positioned on the truck so as to be plainly visible if the driver's door is open.

The mixer shall be capable of producing a thoroughly mixed and uniform mass and discharging the concrete with satisfactory uniformity within the ranges of slump and air entrainment specified for the class and type of concrete being furnished.

Each truck mixer shall be equipped to carry sufficient water to mix a full capacity load of concrete within the required range of slump, and shall also carry wash water as necessary.

The mixing water tank, pump and all piping shall be kept clean and free of leaks. An in-line multi-jet or positive displacement meter shall be provided which indicates the amount of mixing water added to the batch. Either meter shall be provided, as a minimum, on one truck mixer for each concrete pay adjustment item per day. The device shall have an accuracy of plus or minus 1 1/2 percent, by volume, of the indicated amount dispensed. The meter shall have a non-reset register with a capacity of 100,000 gallons. A remote readily visible, with a 3 or 4 digit counter that can be reset shall be mounted in the truck cab. The counter shall measure water added to the nearest liter and shall be provided with a unique mechanical or electrical device for resetting. This device shall remain in the possession of the engineer during production. The distribution system shall be equipped with three-way valves and bypasses or other suitable means for calibration of the water-measuring device. The water-measuring device shall be calibrated prior to use and recalibrated whenever any repairs or modifications are made that may affect the calibration. Documentation showing the date and results of the calibration of the water-measuring device shall be carried on each truck mixer and copies shall be furnished upon request. On the mixing water tank, there shall be stenciled the word calibrated and the date of the last calibration.

The mixing water-measuring device shall be located so as to be plainly visible to the truck operator when he is operating the mixing water and the drum controls, and to the engineer while he is standing on the ground. All measuring indicators shall be kept clean and in good condition.

Truck mixers shall be subject to inspection by the engineer, including the mechanical condition of the truck mixer, verifying the mixing and agitation rates, the accuracy of the water-measuring device, the size of discharge opening and chutes, and the general condition and wear of the blades. The truck mixer will not be approved for use if any part or section of the pickup and throw-over blades is broken, missing, or excessively worn. Truck mixers shall be examined daily for cleanliness of the drum and blades, leaks in the mixing water system, and the condition of the water-measuring device and the revolution counter.

The concrete supplier shall maintain, at a convenient location, a copy of the manufacturer's design for each size and type of truck showing dimensions and arrangements of the blades, the dimensions of the drum, the gross volume of the drum, the recommended rates of rotation for all types of operations, and any other pertinent information.

Prior to the time mixing water is added at the job site, no water or other fluids shall be permitted in the drum of the truck mixer except concrete admixtures which are measured and dispersed with the dry ingredients. Truck mixers may be required to pull under the batch plant with the drums revolving in discharge rotation as an indication that the drum is empty.

The truck mixer, when loaded for mixing concrete, shall not contain more than 63 percent of the gross drum volume.

The maximum elapsed time from the loading of the Portland cement into the drum to the discharge of all the concrete from the mixer shall be 90 minutes except that, under conditions contributing to quick stiffening of the concrete or when the temperature of the concrete is 85 degrees f or above, such time limit shall be

changed to 60 minutes. However, if retardants are used, the time limit may be increased to a maximum of 90 minutes, if approved. Under very severe conditions, further reductions of the time limits or the size of the loads may be required.

Immediately following the addition of all the mixing water, the mixing revolution counter shall be reset to zero with the drum revolving at the rate of speed designated by the manufacturer for mixing.

Each batch shall be mixed not less than 50 and not more than 100 revolutions at the rate of rotation designated as mixing speed. The concrete shall be mixed into a plastic, uniform mass complying with the specified range of slump and air entrainment. The number of revolutions within the limits specified above and the control of the consistency shall be as directed.

If the concrete cannot be entirely discharged within 10 minutes after the mixing has been completed, the concrete remaining in the drum shall be kept plastic and workable by revolving the truck drum, at the manufacturer's designated speed for agitation, for a period of 2 minutes in each 10 minutes. In no case shall the total revolutions exceed 200.

Prior to the completion of 100 mixing revolutions, the operator may add water or air entraining agent or both incrementally in order to produce concrete within the required slump or air content range in conformance with subsection 914.02.

During discharge, drum gates and cover shall be fully opened and the rate of discharge shall be governed by drum speed.

Discharge chutes shall be ample in size, without struts, and capable of handling the concrete within the specified slump range. Use of extension chutes shall be restricted as much as practicable.

Wash water shall be provided in addition to the water required for mixing. If the wash water runs through the measuring device for the mixing water, it shall not be used during any of the periods when mixing water is being measured into the drum. Under no circumstances shall the wash down hose be used to temper the concrete or to aid the flow of concrete in the chute except for pre-wetting the chute. Any concrete that has been wetted with wash water will be discarded.

Immediately after the discharge of each load, the drum shall be washed out and the wash water and any residue from the previous batch shall be completely discharged before reloading the drum at the batch plant.

**Transit Mixing.** Transit mix concrete shall be materials, including water, proportioned and introduced into a truck mixer from a one-stop or two-stop batching plant and mixed while the truck is at the plant and mixed while the truck is at the plant or a combination of mixing at the plant and on the job site.

A one-stop batching plant shall be a plant where all dry ingredients for each batch of concrete are loaded into the mixer truck simultaneously while water is being introduced.

A two-stop batching plant shall be a plant where the ingredients for each batch of concrete are loaded into the mixer truck at two separate locations.

Each transit mixer shall comply with the requirements for truck mixers except that the mixing water tank and measuring device shall be used only for providing tempering water if necessary.

In addition, all truck mixers used for transit mix concrete shall be equipped with an electrically operated counter unit which shall be nonresettable except by use of a 110-volt device utilizing a nonstandard plug located at the batching plant. The counter unit shall contain two counters. one counter shall record only those revolutions at speeds recommended by the manufacturer of the truck mixer as mixing speed and shall record the total of all such mixing revolutions from the time the truck is loaded. the other counter shall record revolutions of the drum at all speeds and shall record the total revolutions from the time the truck is loaded. the unit shall include an indicator on the front panel which shows if the instrument has been turned off or tampered with in any manner after being reset at the time of loading. the counter unit and the resetting device shall conform with the national electric code.

The counter unit shall be positioned on the truck so as to be plainly visible if the driver's door is open.

in lieu of the time clock, the counter unit may contain a third counter, an electrically-operated timer, which shall be not allow resetting except by use of the 110-volt device.

Mixing and delivery for transit mix concrete shall comply with the requirements for truck mix concrete except as follows:

- A. All ingredients including water shall be introduced into the transit mixer at the batch plant.
- B. At a one-stop batching plant, at least one third of the mixing water shall be introduced into the mixer prior to the dry ingredients and sufficient mix water to wash down the chute shall be introduced after all the dry ingredients have been added.
- C. At a two-stop batching plant, the loading sequence shall be: one half to three quarters of the mixing water, aggregates, cement and remaining water.
- D. As an alternative, at either a one-stop or two-stop batching plant, when the mixing water is less than 100 degrees f, slurry mixing can be used. When this method is used, all mixing water is added first, followed by the cement, and mixed at mixing speed for one minute. The remaining ingredients shall then be added.
- E. At either a one-stop or two-stop batching plant, when the temperature of the mixing water exceeds 38 degrees c, the loading sequence shall be the mixing water, then the aggregates and then the cement.
- F. Sufficient mix water to wash down the chute shall be introduced after all the dry ingredients have been added. However, not less than 80 percent of the mixing water, as established by the mix design, shall be added at the plant.

Mixing shall begin immediately following the complete charging of the drum and continue for not less than 50 nor more than 100 revolutions of the drum at the mixing speed recommended by the manufacturer of the truck mixer. Upon completion of at least the minimum number of mixing revolutions at the plant, the speed of the drum shall be reduced to the agitation speed recommended by the manufacturer. Concrete delivered to the job with less than 100 mixing revolutions may be mixed to not more than 100 revolutions at mixing speed.

Prior to acceptance testing, mixing water or air entraining agent or both may be added incrementally, at the project site, in order to achieve the proper slump or air content range in conformance with subsection 914.02.

If the concrete cannot be entirely discharged within 10 minutes after the mixing has been completed, the concrete remaining in the drum shall be kept plastic and workable by revolving the truck drum at the manufacturer's designated speed for agitation for a period of 2 minutes in each 10 minutes.

The maximum elapsed time from loading at the plant to the discharge of all the concrete from the mixer shall be 90 minutes except that under conditions contributing to quick stiffening of the concrete or when the temperature of the concrete is 85 degrees f or above, such time limit shall be changed to 60 minutes. However, if the use of retarders is approved, the time limit may be increased to a maximum of 75 minutes. Under very severe conditions, further reduction of the time limits or in the size of the loads may be required.

Transit mix concrete will be rejected for any of the following reasons:

- A. If the concrete is not discharged within the specified time limit after loading all ingredients into the drum
- B. If the indicator on the counter shows that the instrument has been turned off or tampered with
- C. If the nonresettable total revolution counter shows more than 300 revolutions
- D. If the mixing revolution counter shows more than 120 revolutions
- E. If water has been added while the truck mixer is en route to the project.

Two-way telephone or radio communication between the site of the placement of concrete and the batching plant shall be provided.

**Mixing On The Project In Continuous-Mixing-Type-Truck-Mixers.** Mixing on the project in continuous-mixing-type truck mixers shall be used for headwalls, utility encasement, manhole and inlet foundations and top slabs, gutters, curb, headers, barrier curbs and bases, sidewalks, islands, driveways, fence post footings, sign foundations, foundations for electrical items, guiderail end treatment footings, junction boxes and other miscellaneous items as approved.

If concrete additives are to be used in the mix, means shall be provided for storing the additives on the truck and incorporating them into the mix. A way to check the rate of flow of the additive into the mix and a meter to register the total volume of additive incorporated into the mix during each mixing operation shall be included. Trucks not having functional meters will not be permitted on the project site.

The concrete shall be mixed in a mixing unit, which is part of the truck carrying the dry ingredients. The mixing unit shall be an auger type incorporated in the truck's discharge chute or other approved mixing mechanism. The mixer shall produce concrete of uniform consistency and shall discharge the mix without segregation.

The truck mixer shall have permanently attached thereto, in a prominent place, a metal plate or plates on which are plainly marked the gross volume of the unit in terms of mixed concrete, operating speed, and the cement constant of the machine in terms of an indicator revolution count required to deliver 94 pounds of cement, all as rated by the manufacturer.

The truck mixer shall be equipped with a cement bin of sufficient capacity to store and supply the quantity of dry cement required to produce the maximum volume concrete capacity of the truck mixer as rated by the manufacturer. The cement bin shall be free of moisture and contamination at all times.

The truck mixer shall be equipped with aggregate bins of sufficient capacity to store separately the quantities of fine and coarse aggregates required to produce the maximum volume concrete capacity of the truck mixer as rated by the manufacturer. Means shall be provided to prevent contamination or intermixing of the fine and coarse aggregates during loading and transporting. Aggregate bins shall be covered when there exists a possibility of moisture entering the bins.

The truck mixer shall be equipped with a means of readily determining the level of aggregates in the aggregate bins without the need for climbing up on the truck. The aggregates shall be maintained at the proper level to cause the correct volume to enter the mix.

The aggregate bins shall be equipped with vibrators or other means of maintaining a smooth, even, and continuous flow of aggregate from the bins.

The truck mixer shall be equipped with water tanks of sufficient capacity to store the quantity of water required to produce the maximum volume concrete capacity of the truck mixer as rated by the manufacturer and at the slump specified for each concrete item.

If concrete additives are to be used in the mix, means shall be provided for storing the additives on the truck and incorporating them in the mix including a way to check the rate of flow of the additive into the mix.

The truck mixer shall include a feeder unit mounted under the compartment bins to deliver the ingredients to the mixing unit.

Each bin on the truck shall have an accurately controlled individual gate or feeding mechanism to form an orifice for volumetrically measuring the material drawn from each bin compartment. The cement bin feeding mechanism shall be set to discharge continuously and at a uniform rate, a given volumetric weight equivalent of cement during the concrete mixing operation. The gates of the aggregate bins shall be calibrated at the various openings to discharge the volumetric weight equivalent of aggregates required for various concrete mixes. The mixer truck shall be equipped with a material flow indicator attached to the metering gates to monitor continuous flow of materials. The indicator shall sound an alarm when a continuous flow of material does not pass through the metering gates.

The truck mixer shall be so constructed as to permit checking the calibration of the gate openings and meters by means of weight test samples.

The calibration of the gate openings and meters shall be checked and certified for each class concrete mix design at least once a year by a testing agency. When approved, a representative of the contractor may perform the calibration if it can be shown that the representative is knowledgeable in the proper techniques of calibration. The department shall be notified, at least 1 week prior to the date of the annual calibration, in order that the department may approve the calibration.

A calibration check or a yield test may be required at any time. The accuracy of the mixer to proportion the specified mix is acceptable if the calibration check shows that the equivalent weights of each component are within the following tolerances:

<b>CEMENT</b>	<i>0 TO + 4 PERCENT</i>
<b>FINE AGGREGATE</b>	<i>+/- 2 PERCENT</i>
<b>COARSE AGGREGATE</b>	<i>+/- 3 PERCENT</i>
<b>ADMIXTURES</b>	<i>+/- 3 PERCENT</i>
<b>WATER</b>	<i>+/- 1 PERCENT</i>

Each truck mixer shall be equipped with a revolution counter indicator permitting the reading of the volumetric weight equivalent of cement discharged during the concrete mixing operation.

Each truck mixer shall be equipped with fine and coarse aggregate dials to permit adjustment of the gates of the aggregate bins for volumetric proportioning of aggregates.

Each truck mixer shall be equipped with a water meter or gauge to register the discharge rate of water by volume entering the mix.

Each truck mixer shall be equipped with automatic means of maintaining the operating speed of the proportioning and mixing operations. The truck mixer shall be operated within plus or minus 8 percent of the revolutions per minute established by the manufacturer, noted on the aforementioned plate, and the value used during calibration. This tolerance shall be met when the mixer is moving or standing still. A tachometer shall be mounted on the unit to indicate the operating speed.

All indicators, dials, meters, tachometer and controls shall be in full view and near enough to be read or adjusted by the operator while mixing concrete.

Handling, measuring and batching of materials shall conform to subsection 405.07 except as follows:

A. Cement and aggregates shall be proportioned, measured and batched by a volumetric weight equivalent method. Separate batching equipment and storage bins will not be required and the materials shall be batched in the continuous-mixing-type - truck mixer.

B. Each truck load of ingredients shall be accompanied by a sufficient number of delivery tickets such that the operator may supply one copy of the delivery ticket for each project and for each class of concrete delivered, the delivery tickets shall show the brand name and type of cement, the calibrated cement constant of the machine in terms of the indicator revolution count, the source of aggregates and the size of the coarse aggregate. The delivery tickets shall be signed by a responsible officer or employee of the concrete supplier. At each project, for each class of concrete and for each separate mixing operation, the mixer operator shall enter on the tickets the name of the project, the name of the contractor, the revolution counter readings indicating the volumetric weight equivalent of cement discharged during that mixing operation, the concrete additive meter reading indicating the total volume of additive discharged into the mix during that mixing operation, the aggregate dial settings, the water and concrete additive flow rates and the class of concrete delivered. The operator shall sign each completed ticket and furnish one copy.

### 3.11 COMPENSATION

### 3.11.1 METHOD OF MEASUREMENT

*Standard DOT Specification 405.24*

Transit mix Portland cement concrete will be the quantity ordered and delivered as recorded on the certified delivery ticket provided with each delivery.

### 3.11.2 Basis of Payment

*Standard DOT Specification 405.25*

Payment will be made under:

PAY ITEM	PAY UNIT
"Various types and classes of Portland cement concrete transit mixes as specified in the proposal."	Cubic yard

### 3.12 BID PROPOSAL

The submitted unit bid price in the proposal shall include the complete cost without any additional charge for transportation to the specific location which price shall include all necessary labor, loading and unloading costs, and required shipping provisions to insure compliance with all laws, rules and regulations of the department of motor vehicles. Also, all costs of materials, batching, mixing and labor as herein required and all other costs necessary therefore and incidental thereto.

If the bidder does not indicate an additional charge on the proposal bid sheet for either retarders, the high early strength additive or for heated material, these materials will be supplied to the department at the prices submitted for the appropriate class and type of portland cement concrete as ordered. If the vendor does not intend to supply these items, he should so indicate in the block provided on the proposal bid sheet that he intends to "no bid" these items. (Price lines 00167 to 00173 of the RFP)

Similarly, any additional charges for standby time, must be indicated on the proposal bid sheet for each quantity amount: (a) 2-4 cubic yards; (b) excess of 4 cubic yards, otherwise such additional charges will not be allowable. (Price lines 00174, 00175, 00181, and 00182 of the RFP)

### 3.13 SHIPMENT AND DELIVERIES

Shipments shall be delivered no later than forty-eight (48) hours after notification from the department to ship. No deliveries will be accepted unless shipment had been requested by the department. When a shipment is requested, deliveries will be accepted, as required, within the designated zones as specified in the proposal.

In the event deliveries are not received within the forty-eight (48) hours after notification, the Director may authorize the department to secure the full quantity of the requested delivery from the nearest available source, and the difference in price, if any, will be deducted from monies due the defaulting contractor.

A delivery ticket, completely filled out, shall be furnished for each load. The tickets shall be serially numbered, and shall bear the printed heading of the supplier and the location of the batch plant. Each ticket shall show the name of the project, the name of the contractor and subcontractor, if pertinent; the number of cubic yards of concrete and the class and type; the name of each admixture and the quantity shown in liquid measure or weight; the time when loading into the drum was completed as imprinted on the ticket by an automatic clock; and the time when the concrete was completely discharged; the amount of mixing water and the amount of tempering water, if used, both in gallons; the total number of revolutions on the counter at the time of complete discharge for truck-mix concrete plus the total number of mixing revolutions for transit-mix; the date; and the truck number. In addition, for the first ticket of each day, for the first ticket of each pour, and when changes occur in the information, the number of pounds of Portland cement with the brand name



and type, the number of pounds and the source of the fine aggregate, and the number of pounds and the sizes and sources of the coarse aggregates shall be indicated. The ticket shall be authenticated by an authenticated representative of the supplier.

**The concrete will be rejected if:**

**The mixer fails to maintain the manufacturer's stated speed of rotation for both mixing and agitation, or is not able to promptly discharge the concrete; there is any indication of improper batching, lack of uniform distribution of constituents throughout the load, or balling of the cement and aggregates; the concrete is not discharged within the specified time limit, or if the revolution counter shows a total of more than the permitted number of revolutions. However, if the load has been partially discharged and if the concrete yet to be discharged complies with the specified ranges for slump and entrained air without further addition of water, the discharge and use of the concrete may be permitted.**

### 3.14 CONCRETE STRUCTURES

*Standard DOT Specification 501*

#### 3.14.1 CHEMICAL ADMIXTURES

*Standard DOT Specification 501.03*

In the event that the scheduled concrete placement date may produce ambient conditions where it is desirable to control the concrete reactionary properties, or control the concrete reactionary properties is otherwise warranted, the contractor may add chemical admixtures, subject to the approval of the engineer, as an integral part of the design mix for structural concrete members. The use of the chemical admixtures shall conform to the requirements of subsection 905.02. Additionally, the use of chemical admixtures shall be in accordance with the manufacturer's product specifications. In accordance with the requirements of subpart b of subsection 913.02, to facilitate verification of the concrete mix, mix designs that incorporate the chemical admixture shall be submitted for approval. The admixture quantity that is to be used shall be a dosage rate that is in accordance with the manufacturer's product specifications.

### 3.15 AGGREGATES

*Standard DOT Specification 901*

#### 3.15.1 GENERAL

*Standard DOT Specification 901.01*

Aggregates from a single source shall be used in any one item unless otherwise authorized.

Aggregates from different sources may be permitted if they are of the same geological classification and have similar specific gravities and color.

Gradations of aggregates in the various tables of this and other sections are the percentages passing by weight.

#### 3.15.2 STOCKPILES

*Standard DOT Specification 901.02*

The area for each stockpile shall be of adequate size, reasonably uniform in cross section, well drained and cleared of foreign materials.

Stockpiles at Portland cement concrete mixing plants shall be of sufficient size to provide for a minimum of one day's operations. The aggregate stockpiles shall be placed on a firm, hard surface such as a compacted aggregate or stabilized base, bituminous or concrete surface and shall be constructed by placing the aggregates in layers not more than 3 feet thick.

Aggregates from the haulway areas shall not be used. The piles shall be located so that there is no contamination by foreign material and no intermingling of aggregates from adjacent piles. Aggregates from different sources and of different gradings shall not be stockpiled near each other unless a bulkhead is

placed between the different materials. Aggregates of different gradings and from different sources for use in blends shall be blended by proportion through the weigh hoppers. Aggregates found segregated or contaminated will be rejected for use. A rejected stockpile may be reconstructed for further evaluation. Aggregates shall be removed from stockpiles in a manner such as to prevent segregation.

Aggregates which require washing shall not be used sooner than 24 hours after washing or until the surplus water has drained out and the material has a uniform moisture content.

Steel tracked equipment will not be permitted on the stockpiles.

Coarse aggregate shall be broken stone or washed gravel conforming to subsections 901.04 and 901.05 and shall be graded as shown in subsection 901.20, table 901.1.

The broken stone shall be uniform in texture and quality, and shall conform to subsections 901.01, 901.02 and 901.03 and to the following quality requirements:

	<b>Maximum Percent</b>
<i>Weathered And Decomposed Stone</i>	5
<i>Broken stone other than that classification approved for use.</i>	5
<i>Flat Or Elongated Pieces For Graded</i>	
<i>Material No. 57 &amp; Larger</i>	7
<i>(Length greater than 4 times maximum thickness or width)</i>	
<i>Absorption In Cold Water</i>	
<i>No. 8 and Larger</i>	1.7
<i>Nos. 89 and 9..</i>	1.8
<i>Sodium Sulfate Soundness, Loss</i>	
<i>Ledge Rock.</i>	10
<i>Graded Sizes</i>	10
<i>Adherent Fines In Coarse Aggregates</i>	
<i>Portland Cement Concrete</i>	1.0

The percent of wear (Los Angeles test) shall be as follows for various uses:

	<b>Maximum Percent</b>
<i>Concrete surface course and bridge decks</i>	40
<i>Concrete, other</i>	50

Types of rock permissible for use in white concrete shall be free from dirt and discoloring matter.

The geologic classifications are as follows:

1. Argillite shall mean a thoroughly indurated and cohesive rock composed predominantly of silt size or smaller particles of clay, quartz and feldspar or the fine-grained thermal recrystallization products of this assemblage (hornfels). It shall be bedded thickly enough so as not to break into thin pieces at planes of stratification.
2. Carbonate rock shall mean a thoroughly indurated and cohesive rock composed predominantly of calcite and dolomite, bedded thickly enough so as not to break into thin pieces at planes of stratification. Minerals insoluble in hot hydrochloric acid shall be discrete grains of quartz, clay and mica.
3. Gneiss shall mean a metamorphic rock consisting principally of quartz and feldspar. it shall have a dense structure and shall not break into thin pieces at lines of stratification and shall have a uniform distribution of minerals.

4. Granite shall mean an equigranular or porphyritic igneous rock consisting principally of quartz and feldspar. it shall be of medium or fine grain texture.

5. Quartzite shall mean a metamorphic rock composed principally of quartz. it shall be quarried so they only the nonarkosic, uniformly compacted quartzites are included in the graded products, and shall not be schistose in structure.

6. Trap rock shall mean either basalt or diabase. it shall have a uniform distribution of constituent minerals.

### 3.15.3 WASHED GRAVEL

*Standard DOT Specification 901.05*

Washed gravel shall be either crushed or uncrushed as specified. The gravel shall conform to subsections 901.01, 901.02 and 901.03 and to the following quality requirements:

	Percent
Sodium Sulfate Soundness, Loss	10 maximum
Soft particles as determined by scratch hardness test (See note)	5 maximum
Absorption In Cold Water	
No. 8 Size And Larger	1.7 maximum
Nos. 89 And 9	1.8 maximum
Clay lumps, organic material, coal and other foreign or deleterious matter (Percent by weight or volume whichever is greater)	0.5 maximum
Sea Salt	0.2 maximum
Crushed gravel material with at least one fractured face. (Nicked gravel will not be considered crushed.)	60 minimum
Adherent fines in coarse aggregates	
Portland cement concrete....	1.0 maximum

The percent of wear determined in accordance with the Los Angeles Test shall be as specified for the various uses, except that the Percent maximum loss for quartz gravel shall be 50 percent. Quartz Gravel shall mean a material composed of natural pebbles of which the Overwhelming majority are coarsely crystalline quartz. The Individual crystals within each pebble shall be inter-grown into a Tenacious, nonporous, interlocking texture which fractures as a single unit.

Note: when the sodium sulfate soundness and scratch hardness tests total 10 percent or more, a petrographic analysis will be made to determine the amount of unsound and weathered material. Unsound and weathered resources shall not be more than 10 percent by weight.

### 3.15.4 AGGREGATES FOR PORTLAND CEMENT CONCRETE, MORTAR AND GROUT

*Standard DOT Specification 901.12*

A. Coarse Aggregate. Coarse aggregate shall be broken stone or washed gravel conforming to subsection 901.04 or 901.05 respectively, except that carbonate rock shall not be used for concrete surface courses or bridge decks. Coarse aggregate shall be the size or sizes shown in subsection 914.05, tables 914-1 and 914-2. The coarse aggregate shall be washed at least 24 hours before use. Broken stone and washed gravel for use in white concrete shall be free from dirt and discoloring matter and shall conform to subsections 901.04 and 901.05 respectively. Broken stone shall be washed, and the gravel rewashed when so directed. Aggregates used in Portland cement concrete shall be tested in accordance with AASHTO TP 14 by a laboratory acceptable to the engineer. Those aggregates which produce expansion of 0.1 percent or more in 14 days in solution shall be considered potentially reactive. The use of potentially

reactive aggregate in Portland cement concrete will be permitted only in conjunction with remedial agents, including fly ash and ground granulated blast furnace slag.

B. Fine Aggregate. Fine aggregate for any type or class of concrete and for mortar shall be a fine aggregate washed and processed material composed of quartz or other hard durable particles. Sand manufactured from a carbonate rock as defined in subsection 901.04 will not be permitted in concrete surface courses and bridge deck wearing surfaces. The fine aggregate shall be predominantly angular in shape and be free of soft particles. The material shall conform to subsection 901.01, 901.02 and 901.03 the following gradation and quality requirements:

Sieve Size	Percent
3/8 IN	100
NO. 4	95-100
NO. 8	80-100
NO. 16	50-85
NO. 30	25-60
NO. 50	10-30
NO. 100	1-10
NO. 200	0-3
NO. 200	(White Concrete-Natural Sand) 0-5
NO. 200	(White Concrete-Stone Sand) 0-7

The fine aggregate shall have not more than 45 percent retained between any two consecutive sieves, and its fineness modulus shall be not less than 2.3 and not more than 3.1 for concrete and shall be not less than 2.0 and not more than 3.1 for white concrete as defined in AASHTO M 6 and shall conform to the following quality requirements:

	MAXIMUM PERCENT
MICA	2.0
SEA SALT	0.2
ABSORPTION, COLD WATER	2.0
SODIUM SULFATE SOUNDNESS, LOSS	5.0

Sampling will be performed in accordance with the following:

AGGREGATES		
COARSE, SIZE NO.		
1	150 pounds	For each 1000 tons
2 & 24	100 pounds	For each 1000 tons
3 & 357	90 pounds	For each 1000 tons
4 & 467	70 pounds	For each 1000 tons
5, 56 & 57	50 pounds	For each 500 tons
6, 67 & 68	30 pounds	For each 500 tons

7 & 78	20 pounds	For each 250 tons
8, 89, 9 & 10	10 pounds	For each 250 tons
Fine	10 pounds	For each 500 tons

Sampling and testing will be performed in accordance with the following:

<b>AASHTO</b>	
T 2	Sampling aggregates
T 11	Amount of material finer than no. 200 sieve in aggregate
T 19	Unit weight and voids in aggregate
T 21	Organic impurities in sands for concrete
T 27	Sieve analysis of fine and coarse aggregates
T 84	Specific gravity and absorption of fine aggregate
T 85	Specific gravity and absorption of coarse aggregate
T 96	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine
T 112	Clay lumps and friable particles in aggregate
T 113	Lightweight pieces in aggregate
<b>NJDOT</b>	
A-2	Determination of reflectance value of aggregates
	AASHTO T-104
A-3	Determination of percentage of mica in fine aggregate
A-4	Determination of percentage of carbonates in crushed gravel by petrographic analysis
A-5	Determination of percentage of adherent fines present in coarse aggregate
A-8	Scratch hardness test for coarse aggregate particles

### 3.16 TABLES

*Standard DOT Specification 901.20*

Table 901-1 referenced in these specifications is available at:

<http://www.state.nj.us/transportation/eng/specs/Road&Bridges/English/EnglishStandardSpecifications.htm#s90120>

### 3.17 PORTLAND CEMENT CONCRETE DESIGN, CONTROL AND ACCEPTANCE TESTING REQUIREMENTS

*Standard DOT Specification 914.20*

#### 3.17.1 GENERAL REQUIREMENTS

The coarse aggregate size, slump, and entrained air for each item and class of concrete shall be as specified in subsection 914.05, tables 914.1 and 914.2. The concrete shall be designed to conform to subsection 914.05, table 914.3. Any of the coarse aggregate sizes in subsection 914.05; tables 914.1 and 914.2 may be used for a particular type of construction. Coarse aggregate sizes 357 and 467 shall be produced by weight proportioning directly into the mixer from sizes 3 and 57, and sizes 4 and 67 respectively. Conformance to gradation will be determined on the basis of separate tests on the component sizes prior to proportioning. If the size selected creates a clearance problem with reinforcement steel, a smaller size aggregate shall be used.

#### 3.17.2 PROPORTIONING AND VERIFICATION

At least 45 days prior to the start of concrete placement, trial batches of concrete shall be prepared of the same materials and proportions proposed for use on the project.

The designs shall be computed and set up in accordance with ACI standard 211.1 or 211.2, as applicable. Each mix design shall be submitted on Portland cement concrete mix design forms furnished by the department giving the source of materials and test data.

Department personnel shall be present at the time of verification batching to confirm that the proportions and ingredients batched are in accordance with the proposed mix designs. At least six 4 by 8 inch compression test cylinders shall be prepared from each batch and cured in accordance with AASHTO T 23 or AASHTO T 126. Within 2 to 5 days after molding, the cylinders shall be delivered to the department laboratory where testing will be performed for 7 day and 28 day compressive strength.

The use of chemical admixtures shall be in accordance with the admixture manufacturer's recommendation for the given design mix and anticipated field conditions, including the admixture dosage rate(s) and the location (plant or placement site) where it is to be introduced into the mixture. The admixture manufacturer's technical representative shall be on the project site for the first full day's production of mix containing a chemical admixture in order to recommended methods and operations based on prevailing climatic and job conditions

At least one trial mix shall be designed to equal or exceed the required verification strengths listed in subsection 914.05, table 914-3 for each class of concrete included on the project. A single mix design may satisfy the requirements for more than one class of concrete and any mix design failing to meet a specific verification requirement may later be approved for use on the project if the field strengths and degree of quality control warrant.

At the department's option, verification may be done on an annual basis for a concrete plant rather than on a project-to-project basis provided the properties and proportions of the materials do not change. If the job is the continuation of work in progress during the previous construction season and written verification is submitted that the same source and character of materials are to be used, the engineer may waive the requirement for the design and verification of previously approved mixes.

Concrete furnished on the project shall conform to the approved mix design. If another previously approved mix design is to be used, the engineer shall be notified at least 1 day prior to such change.

Change in the sources, types or proportions of materials shall not be made until approved and the requirements for verification specified herein have been satisfied. The engineer may waive this requirement if the materials, other than portland cement, or proportions are not appreciably different from those used with a previously approved mix design.

The requirement to verify a new design as a result of a change in the source of portland cement may be waived only by the engineer.

Classes a, b and c concrete may be designed to achieve early strength requirements by increasing the cement content. Alternatively, an existing approved mix design may serve as a high-early-strength mix. Additional verification tests for high-early-strength mixes are not required but will be performed if requested.

If fly ash is added, its weight shall not exceed 15 percent of the minimum cement content and shall not be greater than 125 percent of the weight of cement replaced.

The combined weight of fly ash and Portland cement content shall be used to determine compliance with the cement factor and water cement ratio requirements listed in subsection 914.05, table 914-3.

If it is the opinion of the engineer that the mix properties are such that concrete of unacceptable quality is likely to be produced, the work may be ordered stopped until the cause has been determined and the necessary corrective action has been taken. The corrective action may range from a minor adjustment of proportions to the establishment of a new mix design.

If the concrete producer has satisfactorily met applicable design, control and acceptance testing requirements at the batch plant and has provided automatic recordation of the various batched weights which comply with specified design criteria, slump and air content, the concrete will be presumed to be in

compliance with department standards at the time of delivery. This presumption shall not waive or alter any other requirements or otherwise affect the engineer's ability to impose pay adjustments.

### 3.17.3 ACCEPTANCE TESTING PROCEDURES FOR SLUMP AND AIR ENTRAINMENT

The engineer will perform sampling and testing for slump and air entrainment.

Slump and air-entrainment tests are at the rate specified for strength tests in subsection 914.05, table 914-4 and will be performed on the same samples of material from which the compressive test cylinders have been molded. While these tests are being performed, discharge from the truck is to be halted. Discharge from other trucks not scheduled for test may proceed.

For slump or air entrainment or both, if the measured value is outside the ranges specified in subsection 914.05, table 914-1 or 914-2, a second test will be performed on a different portion of material from the same load. If the average of the two test results for either slump or air entrainment exceeds the upper limit, the load of concrete will be rejected and removed from the project site. If the average of the two test results for either slump or air-entrainment falls below the lower specification limit, a single addition of mix water (or the approved type f admixture for those mixes containing a water-reducing, high range admixture) and/or air-entraining agent will be permitted provided that this additional step can be accomplished without exceeding the time or revolution limits specified in subsection 405.08. When an air-entraining agent is added, it shall be diluted with water prior to addition to the drum.

Following any permitted additions, the drum shall be rotated at the recommended mixing speed for a minimum of 10 and a maximum of 20 revolutions, the original test results are to be disregarded, and a single test for both slump and air-entrainment performed. Further additions of mix water or admixtures will not be permitted. If the measured values for slump and air content are not within the ranges specified in subsection 914.05, tables 914-1 and 914-2, the load of concrete will be rejected and removed from the project.

Each truckload of concrete containing fly ash will be tested for slump and air entrainment.

### 3.17.4 GENERAL ACCEPTANCE TESTING REQUIREMENTS FOR STRENGTH

The engineer will perform sampling and testing for strength.

A sufficient number of curing facilities for the storage and curing of concrete test cylinders on the project site for the first 24 hours, as required by AASHTO t 23, shall be provided for the sole use of the engineer. The curing facilities shall be provided with a minimum-maximum thermometer and shall be securable with lock and key.

An initial strength test result is defined in subsection 914.05, table 914-4. The required rate of sampling and the acceptance testing criteria of subsection 914.05, table 914-4 must be met. If either of the cylinders comprising a test shows definite evidence (other than low strength) of improper sampling, molding, handling, curing or testing, it is to be discarded and the strength of the remaining cylinder then is considered the test result. If the difference in compressive strength between two cylinders comprising a test equals or exceeds 600 PSI, the lower value is to be disregarded and the higher value is taken as the test result. If both cylinders comprising a test must be discarded, the lot will be evaluated on the basis of the reduced number of tests. If a batch of concrete from which compression cylinders have been prepared is rejected because it fails to meet the slump or air-entrainment requirements of this subsection, the cylinders obtained from that batch will be discarded.

If additional unscheduled compression cylinders are taken, as permitted by subsection 106.03, they are to be included with the regularly scheduled compression cylinders and the lot will be evaluated on the basis of the increased number of tests.

### 3.17.5 ACCEPTANCE TESTING FOR STRENGTH FOR PAY-ADJUSTMENT ITEMS

The list of concrete pay items, if any, which are subject to pay adjustment and the base prices may be found in the special provisions.

The amount of pay adjustment in dollars is the product of the item base price times the lot quantity times the percent pay adjustment. The percent pay adjustment is given by equation (1).

**Equation (1):**  $PPA = 3.0 - 0.3 PD$

In which

**PPA** = Percent Pay Adjustment

**Pd** = Percent Defective (Estimate Of Percent Of Lot Below The Class Design Strength By The Use Of Equation (2) And Subsection 914.05, Table 914-5)

**Equation (2)**  $Q = (\text{Average Lot Strength (PSI)} - \text{Class Design Strength (PSI)}) / S$

Where

**Q** = quality index for pay adjustment computations

**S** = standard deviation of the strength test results in PSI for the lot as computed by equation (3)

**Equation (3):** 
$$S = \frac{\sqrt{\sum (X_i - ALS)^2}}{N-1}$$

in which

**Σ** = summation

**Xi** = individual test result (average strength of a test cylinder pair)

**ALS** = average lot strength (psi)

**N** = number of test results for the lot

*Note - when only a single test result is available, the standard deviation is assumed to be S = 200 PSI.*

When it is necessary to estimate the percentage of material below the retest limit to check the rejection criteria in subsection 914.05, table 914-4, equation (4) is used with subsection 914.05, table 914-5. All other terms are as previously defined.

**Equation (4):**  $QREJECT = (\text{Average Lot Strength} - \text{Retest Limit}) S$

Provided that no individual test result falls below the retest limit listed in subsection 914.05, table 914-4, the acceptability of a lot is based upon the estimated percentage of concrete having a 28-day compressive strength less than the class design strength specified in subsection 914.05, table 914-3. To be eligible for 100 percent payment, a lot must have no more than 10 percent of the material below the class design strength.

For lots with percent defective levels less than 10 percent, equation (1) provides positive pay adjustments to the contract price. For lots having percent defective levels greater than 10 percent but not exceeding the rejection limit in subsection 914.05, table 914-4, equation (1) assesses negative pay adjustments to from the contract price.

Whenever an initial test result falls below the retest limit in subsection 914.05, table 914-4, the concrete will be re-evaluated by coring or other suitable means. When this provision is applied to class p concrete, each beam or pile in the steam bed will be evaluated separately.

When re-evaluation is accomplished by a method other than coring, the results will be used only to determine what further action is to be taken. If any of the non-core tests results are below the class design strength, the engineer has the option to core. If this option is waived, the contractor may elect to core, at no cost to the state and within 60 days after being presented with this option or to accept the pay adjustment computed from the initial cylinder tests. If the contractor elects to core, the coring shall be



performed as directed and the department will test the cores. If none of the non-core test results is below the class design strength, the engineer may elect either to core or to accept the lot at 100 percent payment.

When cores are taken, final disposition of the lot is based on the core results. Pay adjustment will be computed using the core test results provided that the estimated percentage of material below the retest limit does not exceed the maximum allowable percentage in subsection 914.05, table 914-4. If the maximum allowable percentage is exceeded, the engineer may:

- (1) Require the contractor to remove and replace the defective lot at no cost to the state.
- (2) Allow the contractor to leave the defective lot in place and receive a percent pay adjustment (ppa) of minus 50 percent, or
- (3) Allow the contractor to submit a plan, for approval, for corrective action to be performed at no cost to the state. If the plan for corrective action is not approved, either option (1) or (2) may be applied.

### 3.17.6 ACCEPTANCE TESTING FOR STRENGTH FOR NON-PAY-ADJUSTMENT ITEMS

This subpart applies to all concrete items in subsection 914.05, tables 914-1 and 914-2 that are not subject to pay adjustment and other requirements in accordance with subpart (e) and that are not accepted on the basis of certificates of compliance. The lot is eligible for 100 percent payment provided that all initial test results equal or exceed the retest limit for non-pay-adjustment items in subsection 914.05, table 914-4. Whenever one or more individual test results fall below the retest limit, the lot will be re-evaluated by coring or other suitable means and is subject to pay adjustment and all other provisions in accordance with subpart (e) except that the amount of pay adjustment is the product of the unit bid price times the lot quantity times the percent pay adjustment given by equation (1).

Sampling and testing will be performed in accordance with the following:

<b>AASHTO</b>	
T 22	Compressive strength of cylindrical concrete specimens (including the annex providing for use of neoprene caps)
T23	Making and curing concrete test specimens in the field
T 24	Obtaining and testing drilled cores and sawed beams of concrete
T 119	Slump of Portland cement concrete
T121	Weight per cubic foot, yield and air content (gravimetric) of concrete
T126	Making and curing concrete test specimens in the laboratory
T141	Sampling fresh concrete
T152	Air content of freshly mixed concrete by the pressure method
T196	Air content of freshly mixed concrete by the volumetric method

*Note: Wherever the reference to 4 inch (diameter) x 8 inch (height) compression test cylinders appears in these specifications, the use of 6 inch (diameter) x 12 inch (height) test cylinders will be permitted for mix designs containing coarse aggregate sizes not exceeding a nominal maximum size of 1 inch.*

<b>ASTM</b>	
C 567	Unit weight of structural lightweight concrete
C 311	Sampling and testing fly ash or natural pozzolans for use as a mineral admixture in Portland cement concrete

*Note: The department may modify the sampling rate for individual and composite samples.*

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### 3.18 TABLES

#### Standard DOT Specification 914.05

Tables referenced in the specifications are as follows except for tables 914-1 and 914-2, which are not attached to these specifications.

The following note is added at the end of table 914-1:

**Note 1** - According to the provisions of sub section 561.03, a Type F - water-reducing, high range admixture will be permitted in accordance with subsection 905.02 and subsection 914.02 subparts (B) and (C). When a Type F admixture is used, the table slump and air content values for the given concrete item shall be changed as follows:

**NOTE 2** - Added to 2001 Spec. Book

<b>SLUMP</b>	6 +/- 2 INCHES
<b>AIR CONTENT</b>	Increase both the target value and tolerance percentages by 0.5.

The following note is added at the end of table 914-2:

**Note 1** According to the provisions of sub section 501.03; A Type F, a type f - water-reducing, high range admixture will be permitted in accordance with subsection 905.02 and subsection 914.02 subparts (B) and (C). When a Type F admixture is used, the table slump and air content values for the given concrete item shall be changed as follows:

<b>SLUMP</b>	6 +/- 2 INCHES
<b>AIR CONTENT</b>	Increase both the target value and tolerance percentages by 0.5.

**Note 1** at the end of table 914-3 is changed to:

**Note 1** - in accordance with PCI manual, except as indicated in note 2.

**Note 2.** The following note is added at the end of table 914-3:

**Note 2** - the maximum water/cement ratio for all classes of concrete, when a type f, water reducing, high range admixture is used in accordance with tables 914-1 and 914-2, shall be 0.40 lb/lb (4.5 gals/bag).

#### 3.18.1 MIX DESIGN REQUIREMENTS

##### Standard DOT Specification Table 914-3

	<b>CLASS OF CONCRETE</b>						
	<b>A</b>	<b>B</b>	<b>C</b>	<b>S</b>	<b>P</b>	<b>P-1</b>	<b>P-2</b>
<b>Class design strength (28 days, PSI, note 3)</b>	4600	3700	3200	2000	5500	6000	6500
<b>Verification strength (28 days, PSI, note 3)</b>	5000	4500	4000	-----	6000	6500	7000

<b>Maximum</b>							
<b>Water/cement ratio LB/LB GAL/BAG</b>							
	0.443	0.488	0.532	0.577	NOTE 1	NOTE 1	NOTE 1
	5.0	5.5	6.0	25	NOTE 1	NOTE 1	NOTE 1
<b>Minimum cement content</b>							
<b>Lb/Cy</b>	611	564	517	658	NOTE 1	NOTE 1	NOTE 1
<b>Bags/Cy</b>	6.5	6.0	5.5	7.0	NOTE 1	NOTE 1	NOTE 1

Note 1: In accordance with PCI manual, except as indicated in note 2.

Note 2: The maximum water/cement ratio for all classes of concrete, when a Type F, water-reducing, high range admixture is used in accordance with Tables 914-1 and 914-2 shall be 0.40lb/lb (4.5 gal./bag).

Note 3: All concrete test results shall be recorded to the nearest one-tenth megapascals.

### 3.18.2 LOT SIZES, SAMPLING RATES, RETEST AND REJECTION LIMITS

Standard DOT Specification Table 914-4

	CLASS OF CONCRETE						
	A	B	C	S	P	P-1	P-2
LOT SIZE, MINIMUM	ONE DAY'S PRODUCTION			ONE DAY'S PRODUCTION OF A SINGLE STREAM BED			
PAY-ADJUSTMENT ITEMS							
INITIAL SAMPLING RATE	6/LOT	5/LOT	4/LOT		6/LOT	6/LOT	6/LOT
RETEST LIMIT, PSI	4000	3000	3000	2000	5000	5500	6000
RETEST SAMPLING RATE, MIN	6/LOT	6/LOT	6/LOT	6/LOT	6/UNIT OR LOAD TEST		
REJECTION LIMIT, PERCENT	10	10	20	20	5	5	5
NON-PAY ADJUSTMENT ITEMS							
INITIAL SAMPLING RATE	3/LOT	2/LOT	1/LOT	1/LOT	----	----	----
RETEST LIMIT, PSI	4400	3600	3100	2000	----	----	----

The lot sizes are maximums and, at the option of the engineer, any lot may be subdivided into two or more smaller lots. When such a subdivision is made, the specified sampling rate applies to each of the smaller lots.

An initial strength test result is defined as the average strength of two 4 x 8 inches compression test cylinders, cured for 28 days, and tested in the department laboratory except for classes P, P-1, and P-2 cylinders, which may be tested at the fabricator's plant under the supervision of the engineer.

A retest result is defined as the strength of an individual test result obtained by coring or other suitable means. JF retest is performed by coring each retest. Results are defined as the corresponding nominal core strength divided by 0.25.

The specified sampling rates shall apply except that no more than one test per truckload or batch of concrete will be required. At the option of the engineer, lots consisting of fewer than three truckloads or batches, or containing 120 cubic yards or less, may be accepted without strength tests.

No lots shall include more than one class of concrete nor include concrete of the same class having different specified levels of slump or air entrainment.

For pre-stressed concrete, if more than one bed is used or if more than 80 cubic yards of concrete are used, the production shall be subdivided as equally as possible into 2 or more lots.

Retest limits for non-pay adjustment roadway and structural items requiring the use of class B, white concrete, shall be 3000 PSI.

### 3.18.3 ESTIMATION OF LOT PERCENT DEFECTIVE

*Standard DOT Specification Table 914-5*

Variability-Known Procedure					Standard Deviation Method					
<u>Sample Size</u>										
1										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	48.98	47.96	46.94	45.92	44.90	43.88	42.86	41.84	40.82
0.1	39.80	38.78	37.76	36.73	35.71	34.69	33.67	32.65	31.63	30.61
0.2	29.59	28.57	27.55	26.53	25.51	24.49	23.47	22.45	21.43	20.41
0.3	19.39	18.37	17.35	16.33	15.31	14.29	13.27	12.24	11.22	10.20
0.4	9.18	8.16	7.14	6.12	5.10	4.08	3.06	2.04	1.02	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific values of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

This empirically derived table is suitable only for use with this specification.

Variability-Unknown Procedure					Standard Deviation Method					
<u>Sample Size</u>										
2										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.66	49.33	48.99	48.99	48.32	47.99	47.65	47.32	46.98
0.1	46.64	46.31	45.97	45.64	45.30	44.97	44.63	44.30	43.96	43.62
0.2	43.29	42.95	42.62	42.28	41.95	41.61	41.28	40.94	40.60	40.27
0.3	39.93	39.60	39.26	38.93	38.59	38.26	37.92	37.58	37.25	36.91
0.4	36.58	36.24	35.91	35.57	35.23	34.90	34.56	34.23	33.89	33.56
0.5	33.22	32.89	32.55	32.21	31.88	31.54	31.21	30.87	30.54	30.20
0.6	29.87	29.53	29.19	28.86	28.52	28.19	27.85	27.52	27.18	26.85
0.7	26.51	26.17	25.84	25.50	25.17	24.83	24.50	24.16	23.83	23.49
0.8	23.15	22.82	22.48	22.15	21.81	21.48	21.14	20.81	20.47	20.13
0.9	19.80	19.46	19.13	18.79	18.46	18.12	17.79	17.45	17.11	16.78
1.0	16.44	16.11	15.77	15.44	15.10	14.77	14.43	14.09	13.76	13.42
1.1	13.09	12.75	12.42	12.08	11.75	11.41	11.07	10.74	10.40	10.07
1.2	9.73	9.40	9.06	8.72	8.39	8.05	7.72	7.38	7.05	6.71
1.3	6.38	6.04	5.70	5.37	5.03	4.70	4.36	4.03	3.69	3.36
1.4	3.02	2.68	2.35	2.01	1.68	1.34	1.01	0.67	0.34	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific values of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100. This empirically derived table is suitable only for use with this specification.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure					Standard Deviation Method					
Sample Size										
3										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.72	49.45	49.17	48.90	48.62	48.35	48.07	47.79	47.52
0.1	47.24	46.96	46.69	46.41	46.13	45.85	45.58	45.30	45.02	44.74
0.2	44.46	44.18	43.90	43.62	43.34	43.05	42.77	42.49	42.20	41.92
0.3	41.63	41.35	41.06	40.77	40.49	40.20	39.91	39.62	39.33	39.03
0.4	38.74	38.45	38.15	37.85	37.56	37.26	36.96	36.66	36.35	36.05
0.5	35.75	35.44	35.13	34.82	34.51	34.20	33.88	33.57	33.25	32.93
0.6	32.61	32.28	31.96	31.63	31.30	30.97	30.63	30.30	29.96	29.61
0.7	29.27	28.92	28.57	28.22	27.50	27.50	27.13	26.76	26.39	26.02
0.8	25.64	25.25	24.86	24.47	23.67	23.67	23.26	22.84	22.42	21.99
0.9	21.55	21.11	20.66	20.19	19.73	19.25	18.75	18.25	17.74	17.21
1.0	16.67	16.11	15.53	14.93	13.66	12.98	12.27	11.51	11.51	10.71
1.1	9.84	8.89	7.82	6.60	5.08	2.87	0.00	0.00	0.00	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific values of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure					Standard Deviation Method					
<u>Sample Size</u>										
4										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.67	49.33	49.00	48.67	48.33	48.00	47.67	47.33	47.00
0.1	46.67	46.33	46.00	45.67	45.33	45.00	44.67	44.33	44.00	43.67
0.2	43.33	43.00	42.67	42.33	42.00	41.67	41.33	41.00	40.67	40.33
0.3	40.00	39.67	39.33	39.00	38.67	38.33	38.00	37.67	37.33	37.00
0.4	36.67	36.33	36.00	35.67	35.33	35.00	34.67	34.33	34.00	33.67
0.5	33.33	33.00	32.67	32.33	32.00	31.67	31.33	31.00	30.67	30.33
0.6	30.00	29.67	29.33	29.00	28.67	28.33	28.00	27.67	27.33	27.00
0.7	26.67	26.33	26.00	25.67	25.33	25.00	24.67	24.33	24.00	23.67
0.8	23.33	23.00	22.67	22.33	22.00	21.67	21.33	21.00	20.67	20.33
0.9	20.00	19.67	19.33	19.00	18.67	18.33	18.00	17.67	17.33	17.00
1.0	16.67	16.33	16.00	15.67	15.33	15.00	14.67	14.33	14.00	13.67
1.1	13.33	13.00	12.67	12.33	12.00	11.67	11.33	11.00	10.67	10.33
1.2	10.00	9.67	9.33	9.00	8.67	8.33	8.00	7.67	7.33	7.00
1.3	6.67	6.33	6.00	5.67	5.33	5.00	4.67	4.33	4.00	3.67
1.4	3.33	3.00	2.67	2.33	2.00	1.67	1.33	1.00	0.67	0.33
1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Note 1 -Numbers in the body of the table are estimates of lot percent defective corresponding to specific values of Q, the quality index. For values of q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure		Standard Deviation Method	
<u>Sample Size</u>			
5			

Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.64	49.29	48.93	48.58	48.22	47.86	47.51	47.15	46.80
0.1	46.44	46.09	45.73	45.38	45.02	44.67	44.31	43.96	43.60	43.25
0.2	42.90	42.54	42.19	41.84	41.48	41.13	40.78	40.43	40.08	39.72
0.3	39.37	39.02	38.67	38.32	37.97	37.62	37.28	36.93	36.58	36.23
0.4	35.88	35.54	35.19	34.85	34.50	34.16	33.81	33.47	33.12	32.78
0.5	32.44	32.10	31.76	31.42	31.08	30.74	30.40	30.06	29.73	29.39
0.6	29.05	28.72	28.39	28.05	27.72	27.39	27.06	26.73	26.40	26.07
0.7	25.74	25.41	25.09	24.76	24.44	24.11	23.79	23.47	23.15	22.83
0.8	22.51	22.19	21.87	21.56	21.24	20.93	20.62	20.31	20.00	19.69
0.9	19.38	19.07	18.77	18.46	18.16	17.86	17.55	17.25	16.96	16.66
1.0	16.36	16.07	15.78	15.48	15.19	14.91	14.62	14.33	14.05	13.76
1.1	13.48	13.20	12.93	12.65	12.37	12.10	11.83	11.56	11.29	11.02
1.2	10.76	10.50	10.23	9.97	9.72	9.46	9.21	8.96	8.71	8.46
1.3	8.21	7.97	7.73	7.49	7.25	7.02	6.79	6.56	6.33	6.10
1.4	5.88	5.66	5.44	5.23	5.02	4.81	4.60	4.39	4.19	3.99
1.5	3.80	3.61	3.42	3.23	3.05	2.87	2.69	2.52	2.35	2.19
1.6	2.03	1.87	1.72	1.57	1.42	1.28	1.15	1.02	0.89	0.77
1.7	0.66	0.55	0.45	0.36	0.27	0.19	0.12	0.06	0.02	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific values of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure					Standard Deviation Method					
<u>Sample Size</u>										
6										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.63	49.27	48.90	48.53	48.16	47.80	47.43	47.06	46.70
0.1	46.33	45.96	45.60	45.23	44.86	44.50	44.13	43.77	43.40	43.04
0.2	42.68	42.31	41.95	41.59	41.22	40.86	40.50	40.14	39.78	39.42
0.3	39.06	38.70	38.34	37.98	37.62	37.27	36.91	36.55	36.20	35.84
0.4	35.49	35.14	34.79	34.43	34.08	33.73	33.38	33.04	32.69	32.34
0.5	32.00	31.65	31.31	30.96	30.62	30.28	29.94	29.60	29.26	28.93
0.6	28.59	28.25	27.92	27.59	27.26	26.92	26.60	26.27	25.94	25.61
0.7	25.29	24.96	24.64	24.32	24.00	23.68	23.37	23.05	22.74	22.42
0.8	22.11	21.80	21.49	21.18	20.88	20.57	20.27	19.97	19.67	19.37
0.9	19.07	18.78	18.49	18.19	17.90	17.61	17.33	17.04	16.76	16.48
1.0	16.02	15.92	15.64	15.37	15.09	14.82	14.55	14.29	14.02	13.76
1.1	13.50	13.24	12.98	12.72	12.47	12.22	11.97	11.72	11.47	11.23
1.2	10.99	10.75	10.51	10.28	10.04	9.81	9.58	9.36	9.13	8.91
1.3	8.69	8.48	8.26	8.05	7.84	7.63	7.42	7.22	7.02	6.82
1.4	6.63	6.43	6.24	6.05	5.87	5.68	5.50	5.33	5.15	4.98
1.5	4.81	4.64	4.47	4.31	4.15	4.00	3.84	3.69	3.54	3.40
1.6	3.25	3.11	2.97	2.84	2.71	2.58	2.45	2.33	2.21	2.09
1.7	1.98	1.87	1.76	1.66	1.55	1.45	1.36	1.27	1.18	1.09
1.8	1.01	0.93	0.85	0.78	0.71	0.64	0.57	0.51	0.46	0.40
1.9	0.35	0.30	0.26	0.22	0.18	0.15	0.12	0.09	0.07	0.05
2.0	0.03	0.02	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific values of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure					Standard Deviation Method					
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<b><u>Sample Size</u></b>										
<b>7</b>										
<b>Q</b>	<b>0.00</b>	<b>0.01</b>	<b>0.02</b>	<b>0.03</b>	<b>0.04</b>	<b>0.05</b>	<b>0.06</b>	<b>0.07</b>	<b>0.08</b>	<b>0.09</b>
<b>0.0</b>	50.00	49.63	49.25	48.88	48.50	48.13	47.75	47.38	47.01	46.63
<b>0.1</b>	46.26	45.89	45.51	45.14	44.77	44.40	44.03	43.65	43.28	42.91
<b>0.2</b>	42.54	42.17	41.80	41.44	41.07	40.70	40.33	39.97	39.60	39.23
<b>0.3</b>	38.87	38.50	38.14	37.78	37.42	37.05	36.69	36.33	35.98	35.62
<b>0.4</b>	35.26	34.90	34.55	34.19	33.84	33.49	33.13	32.78	32.43	32.08
<b>0.5</b>	31.74	31.39	31.04	30.70	30.36	30.01	29.67	29.33	28.99	28.66
<b>0.6</b>	28.32	27.98	27.65	27.32	26.99	26.66	26.33	26.00	25.68	25.35
<b>0.7</b>	25.03	24.71	24.39	24.07	23.75	23.44	23.12	22.81	22.50	22.19
<b>0.8</b>	21.88	21.58	21.27	20.97	20.67	20.37	20.07	19.78	19.48	19.19
<b>0.9</b>	18.90	18.61	18.33	18.04	17.76	17.48	17.20	16.92	16.65	16.37
<b>1.0</b>	16.10	15.83	15.56	15.30	15.03	14.77	14.51	14.26	14.00	13.75
<b>1.1</b>	13.49	13.25	13.00	12.75	12.51	12.27	12.03	11.79	11.56	11.33
<b>1.2</b>	11.10	10.87	10.65	10.42	10.20	9.98	9.77	9.55	9.34	9.13
<b>1.3</b>	8.93	8.72	8.52	8.32	8.12	7.92	7.73	7.54	7.35	7.17
<b>1.4</b>	6.98	6.80	6.62	6.45	6.27	6.10	5.93	5.77	5.60	5.44
<b>1.5</b>	5.28	5.13	4.97	4.82	4.67	4.52	4.38	4.24	4.10	3.96
<b>1.6</b>	3.83	3.69	3.57	3.44	3.31	3.19	3.07	2.95	2.84	2.73
<b>1.7</b>	2.62	2.51	2.41	2.30	2.20	2.11	2.01	1.92	1.83	1.74
<b>1.8</b>	1.65	1.57	1.49	1.41	1.34	1.26	1.19	1.12	1.06	0.99
<b>1.9</b>	0.93	0.97	0.81	0.76	0.70	0.65	0.60	0.56	0.51	0.47
<b>2.0</b>	0.43	0.39	0.36	0.32	0.29	0.26	0.23	0.21	0.18	0.16
<b>2.1</b>	0.14	0.12	0.10	0.08	0.07	0.06	0.05	0.04	0.03	0.02
<b>2.2</b>	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific value of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure					Standard Deviation Method					
Sample Size										
8										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.62	49.24	48.86	48.49	48.11	47.73	47.35	46.97	46.59
0.1	46.22	45.84	45.46	45.08	44.71	44.33	43.96	43.58	43.21	42.83

<b>0.2</b>	42.46	42.08	41.71	41.34	40.97	40.59	40.22	39.85	39.48	39.11
<b>0.3</b>	38.75	38.08	38.01	37.65	37.28	36.92	36.55	36.19	35.83	35.47
<b>0.4</b>	35.11	34.75	34.39	34.04	33.68	33.33	32.97	32.62	32.27	31.92
<b>0.5</b>	31.57	31.22	30.87	30.53	30.18	29.84	29.50	29.16	28.82	28.48
<b>0.6</b>	28.15	27.81	27.48	27.15	26.82	26.49	26.16	25.83	25.51	25.19
<b>0.7</b>	24.86	24.54	24.23	23.91	23.59	23.28	22.97	22.66	22.35	22.04
<b>0.8</b>	21.74	21.44	21.14	20.84	20.54	20.24	19.95	19.66	19.37	19.08
<b>0.9</b>	18.79	18.51	18.23	17.95	17.67	17.39	17.12	16.85	16.57	16.31
<b>1.0</b>	16.04	15.78	15.51	15.25	15.00	14.74	14.49	14.24	13.99	13.74
<b>1.1</b>	13.49	13.25	13.01	12.77	12.54	12.30	12.07	11.84	11.61	11.39
<b>1.2</b>	11.17	10.94	10.73	10.51	10.30	10.09	9.88	9.67	9.47	9.26
<b>1.3</b>	9.06	8.87	8.67	8.48	8.29	8.10	7.91	7.73	7.55	7.37
<b>1.4</b>	7.19	7.02	6.85	6.68	6.51	6.35	6.19	6.03	5.87	5.71
<b>1.5</b>	5.56	5.41	5.26	5.12	4.97	4.83	4.69	4.56	4.42	4.29
<b>1.6</b>	4.16	4.03	3.91	3.79	3.67	3.55	3.43	3.32	3.21	3.10
<b>1.7</b>	2.99	2.89	2.79	2.69	2.59	2.49	2.40	2.31	2.22	2.13
<b>1.8</b>	2.04	1.96	1.88	1.80	1.72	1.65	1.58	1.51	1.44	1.37
<b>1.9</b>	1.31	1.24	1.18	1.12	1.07	1.01	0.96	0.91	0.86	0.81
<b>2.0</b>	0.76	0.72	0.67	0.63	0.59	0.55	0.52	0.48	0.45	0.42
<b>2.1</b>	0.39	0.36	0.33	0.30	0.28	0.26	0.23	0.21	0.19	0.17
<b>2.2</b>	0.16	0.14	0.13	0.11	0.10	0.09	0.08	0.07	0.06	0.05
<b>2.3</b>	0.04	0.04	0.03	0.02	0.02	0.02	0.01	0.01	0.01	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific value of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure						Standard Deviation Method				
<u>Sample Size</u>										
9										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.62	49.24	48.85	48.47	48.09	47.71	47.33	46.95	46.57
0.1	46.18	45.80	45.42	45.04	44.66	44.29	43.91	43.53	43.15	42.77
0.2	42.40	42.02	41.64	41.27	40.89	40.52	40.15	39.77	39.40	39.03
0.3	38.66	38.29	37.92	37.55	37.19	36.82	36.46	36.09	35.73	35.37
0.4	35.00	34.64	34.29	33.93	33.57	33.21	32.86	32.51	32.15	31.80
0.5	31.45	31.10	30.76	30.41	30.07	29.72	29.38	29.04	28.70	28.36
0.6	28.03	27.69	27.36	27.03	26.70	26.37	26.04	25.72	25.39	25.07
0.7	24.75	24.43	24.11	23.80	23.49	23.17	22.86	22.56	22.25	21.94
0.8	21.64	21.34	21.04	20.75	20.45	20.16	19.87	19.58	19.29	19.00
0.9	18.72	18.44	18.16	17.88	17.61	17.33	17.06	16.79	16.53	16.26
1.0	16.00	15.74	15.48	15.23	14.97	14.72	14.47	14.22	13.98	13.73
1.1	13.49	13.26	13.02	12.79	12.55	12.32	12.10	11.87	11.65	11.43
1.2	11.21	10.99	10.78	10.57	10.36	10.15	9.95	9.75	9.55	9.35
1.3	9.16	8.96	8.77	8.59	8.40	8.22	8.04	7.86	7.68	7.51
1.4	7.33	7.17	7.00	6.83	6.67	6.51	6.35	6.20	6.04	5.89
1.5	5.74	5.60	5.45	5.31	5.17	5.03	4.90	4.77	4.64	4.51



<b>1.6</b>	4.38	4.26	4.14	4.02	3.90	3.78	3.67	3.56	3.45	3.34
<b>1.7</b>	3.24	3.14	3.03	2.94	2.84	2.75	2.65	2.56	2.47	2.39
<b>1.8</b>	2.30	2.22	2.14	2.06	1.98	1.91	1.84	1.76	1.70	1.63
<b>1.9</b>	1.56	1.50	1.44	1.37	1.32	1.26	1.20	1.15	1.10	1.05
<b>2.0</b>	1.00	0.95	0.90	0.86	0.82	0.77	0.73	0.70	0.66	0.62
<b>2.1</b>	0.59	0.55	0.52	0.49	0.46	0.43	0.41	0.38	0.36	0.33
<b>2.2</b>	0.31	0.29	0.27	0.25	0.23	0.21	0.20	0.18	0.17	0.15
<b>2.3</b>	0.14	0.13	0.11	0.10	0.09	0.08	0.08	0.07	0.06	0.05
<b>2.4</b>	0.05	0.04	0.04	0.03	0.03	0.02	0.02	0.02	0.01	0.01
<b>2.5</b>	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific value of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

TABLE 914-5 (CONTINUED)

Variability-Unknown Procedure						Standard Deviation Method				
Sample Size										
10										
Q	0.00	0.01	0.02	0.03	0.04	0.05	0.06	0.07	0.08	0.09
0.0	50.00	49.62	49.23	48.85	48.46	48.08	47.70	47.31	46.93	46.54
0.1	46.16	45.78	45.40	45.01	44.63	44.25	43.87	43.49	43.11	42.73
0.2	42.35	41.97	41.60	41.22	40.84	40.47	40.09	39.72	39.34	38.97
0.3	38.60	38.23	37.86	37.49	37.12	36.75	36.38	36.02	35.65	35.29
0.4	34.93	34.57	34.21	33.85	33.49	33.13	32.78	32.42	32.07	31.72
0.5	31.37	31.02	30.67	30.32	29.98	29.64	29.29	28.95	28.61	28.28
0.6	27.94	27.60	27.27	26.94	26.61	26.28	25.96	25.63	25.31	24.99
0.7	24.67	24.35	24.03	23.72	23.41	23.10	22.79	22.48	22.18	21.87
0.8	21.57	21.27	20.98	20.68	20.39	20.10	19.81	19.52	19.23	18.95
0.9	18.67	18.39	18.11	17.84	17.56	17.29	17.03	16.76	16.49	16.23
1.0	15.97	15.72	15.46	15.21	14.96	14.71	14.46	14.22	13.97	13.73
1.1	13.50	13.26	13.03	12.80	12.57	12.34	12.12	11.90	11.68	11.46
1.2	11.24	11.03	10.82	10.61	10.41	10.21	10.00	9.81	9.61	9.42
1.3	9.22	9.03	8.85	8.66	8.48	8.30	8.12	7.95	7.77	7.60
1.4	7.44	7.27	7.10	6.94	6.78	6.63	6.47	6.32	6.17	6.02
1.5	5.87	5.73	5.59	5.45	5.31	5.18	5.05	4.92	4.79	4.66
1.6	4.54	4.41	4.30	4.18	4.06	3.95	3.84	3.73	3.62	3.52
1.7	3.41	3.31	3.21	3.11	3.02	2.93	2.83	2.74	2.66	2.57
1.8	2.49	2.40	2.32	2.25	2.17	2.09	2.02	1.95	1.88	1.81
1.9	1.75	1.68	1.62	1.56	1.50	1.44	1.38	1.33	1.27	1.22
2.0	1.17	1.12	1.07	1.03	0.98	0.94	0.90	0.86	0.82	0.78
2.1	0.74	0.71	0.67	0.64	0.61	0.58	0.55	0.52	0.49	0.46
2.2	0.44	0.41	0.39	0.37	0.34	0.32	0.30	0.29	0.27	0.25
2.3	0.23	0.22	0.20	0.19	0.18	0.16	0.15	0.14	0.13	0.12
2.4	0.11	0.10	0.09	0.08	0.08	0.07	0.06	0.06	0.05	0.05
2.5	0.04	0.04	0.03	0.03	0.03	0.02	0.02	0.02	0.01	0.01
2.6	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00

Numbers in the body of the table are estimates of lot percent defective corresponding to specific value of Q, the quality index. For values of Q greater than or equal to zero, the estimate of percent defective is read directly from the table. For values of Q less than zero, the table value must be subtracted from 100.

3.19 MISCELLANEOUS

Standard DOT Specification Section 919

3.19.1 FLY ASH

Standard DOT Specification Section 919.07

Fly ash for Portland cement concrete shall conform to ASTM C 618, class c or class f except that the loss on ignition shall not be more than 3.0 percent. Fly ash used to control alkali-silica reactivity shall be class f and shall contain not more than 1.5 percent available alkali in accordance with ASTM C 618, table 1a. Before each source of fly ash is approved, certified results of tests conducted by a testing agency shall be submitted to and verified by the department. Accompanying the certification shall be a statement from the supplier listing the source and type of coal, the methods used to burn, collect and store the fly ash, and the quality control measures employed.

Conformance to the requirements for loss on ignition and fineness shall be determined by the supplier for each truckload of fly ash delivered to the mixing site. The test values determined shall be included on the delivery ticket. The engineer may require that the fly ash not be used until the department has performed tests for loss on ignition and fineness.

3.19.2 PORTLAND CEMENT

Standard DOT Specification Section 919.11

Portland Cement shall conform to the following:

Portland Cement	Type II	ASTM C 150
White Portland Cement	Type I	(See Note 1) ASTM C 150

Note 1. Type III may be used only for pre-mixed or pre-cast ites.

Note 2 - Shall not contain more than 0.55 percent by weight of Ferric Oxide (Fe2O3).

Different brands of cement, the same brand of cement from different mills or different types of cement shall not be mixed.

Suitable means shall be provided for storing and protecting the cement against dampness. Cement which for any reason has become partially set or which contains lumps of caked cement will be rejected. The temperature of the cement at the time of delivery to the mixer shall not exceed 160o F.

Portland cement, Type II, which has been pre-blended with a maximum of 15 percent fly ash, by weight, and conforming to ASTM C 595, may be used. When blended Portland cement is used, no additional fly ash shall be added.

3.19.3 WATER

Standard DOT Specification Section 919.15

Water used in mixing or curing shall be clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substance injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of AASHTO T 26. Water known to be of potable quality may be used without test. Where the source of water is relatively shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

3.20 METHODS OF TESTS

Standard DOT Specification Section 990

This section consists of the following NJDOT methods of tests, which have been adopted and are used by NJDOT.

3.20.1 MORTAR-MAKING PROPERTIES OF FINE AGGREGATE

### 3.20.1.1 SCOPE

This method of test is used to determine the mortar-making properties of fine aggregate by tensile strength at the age of 7 days when compared to standard Ottawa Mortar.

*Note: Subsequent samples of fine aggregate, which fail to meet the minimum strength for 7 days, will be tested for both 7 and 28 days.*

### 3.20.1.2 PROCEDURE

The standard Ottawa Mortar shall be prepared in accordance with AASHTO T 162 and tested in accordance with AASHTO T 132.

The fine aggregate sample mortar will be prepared and tested in accordance with the paragraph above by replacing the standard Ottawa sand with the same weight of fine aggregate sample and using sufficient mixing water to produce the same consistency as obtained with the standard Ottawa Mortar.

### 3.20.1.3 REPORT

The strength of the fine aggregate sample will be reported as a percentage of the standard Ottawa Mortar at age of 7 days.

## 3.20.2 DETERMINATION OF REFLECTANCE VALUE OF AGGREGATES

Standard DOT Specification Section 990 A-2

### 3.20.2.1 SCOPE

This method of test is used to determine the daylight 45 degree - 0 degree, luminous directional reflectance of fine and coarse aggregate.

### 3.20.2.2 APPARATUS

The apparatus will conform to ASTM E 1347 and to the following:

1. The receptacle for testing fine aggregate will be a flat-bottomed dish with a diameter of 3 to 4 inches and a minimum depth of 1/2 inch.
2. The receptacle for testing the coarse aggregate will be of sufficient size to hold several pounds of aggregate and will be at least 5 inches deep.

### 3.20.2.3 PROCEDURE

**A. Fine Aggregate.** Fill flat-bottomed dish to overflowing with representative sample. Strike off excess material until the fine aggregate is even with the top edge of the receptacle. Place a flat, clean, 1/8-inch glass plate, approximately 4 inches square, on the reflectance standard and standardize the reflectometer. Select the standard that is closest to the sample being tested. Place glass plate and reflectometer on sample and take a reading.

Repeat this procedure two times, using a different area selected from the total sample.

**B. Coarse Aggregate.** Fill flat-bottomed pan to a depth of about 4 inches with sample to be tested. Level material with a metal scoop. Standardize the reflectometer on reflectance standard as described above. Select the standard that is closest to sample being tested. Place glass plate and reflectometer on prepared sample and determine reflectance. Take two additional readings at different locations on the surface of the material.

#### 3.20.2.4 REPORT

Reflectance value will be an average of three reading reported to the nearest 1 percent.

### 3.20.3 DETERMINATION OF PERCENTAGE OF MICA IN FINE AGGREGATE

*Standard DOT Specification Section 990A-3*

#### 3.20.3.1 SCOPE

This method of test is used to determine the mica content of fine aggregate.

#### 3.20.3.2 APPARATUS

The apparatus will consist of the following:

1. Square opening no. 10 and no. 200 sieves conforming to ASTM E 11.
2. Balances for fine aggregate having a minimum capacity of 500 grams, sensitive to 0.1 gram or less. The analytical balances used in the mica determination will have a capacity of not more than 200 grams, sensitive to 1/10 of a milligram.
3. Ionizing brush, 3-inch length, equipped with a polonium ionizer built in the ferrule of the brush, which is an alpha emitter and immediately neutralizes any surface in close proximity freeing it of static electricity.
4. Microscope, wide field, low power magnification 20x, working distance 2.795 inches, field area 0.496 inches.
5. Rubber-edged scraping blade with metal stem rubber edge approximately 4 inches in length.
6. Roundometer as described in ASTM D 1155.

#### 3.20.3.3 SELECTION OF SAMPLE

Sample as received in the laboratory will be taken from representative sample of field stockpile. Fine aggregate will be graded in conformance with current standard gradation specifications for the fine aggregate under test. A representative air-dried sample shall be split to approximately 25 grams. The sample will be representative of material passed through a no. 10 mesh sieve and retained on a no. 200 mesh sieve. The 25-gram sample will then be kept in a friction top can until ready for test. This sample will be further reduced to two representative 1-gram samples, both of which will be tested for mica content.

#### 3.20.3.4 PROCEDURE

Weigh two 1-gram samples from the 25 gram sample on an analytical balance. Brush surface of vibrating glass panel with ionizing bush (see note). Adjust the height of slope of the glass panel to 1 3/4 inch set the vibrator amplitude control at such a position that flat particles on the upper half of the panel will move slowly up the slope, while the fine aggregate rolls down. Pour the sample onto the vibrating glass panel, at such a rate that no bunching occurs. While the flat particles are moving toward the upper end of the panel, scrape mica particles into suitable receiver.

Repeat this procedure until microscopic examination of each separation shows that 95 percent or more of the mica has been removed. Weigh the collected mica. Both 1-gram samples are to be tested.

*Note: If mica adheres to the glass panel during the test, indicating static electricity, clean the panel and the brush with the ionizing brush.*

#### 3.20.3.5 CALCULATION

$$\text{Percent of mica} = \frac{\text{Weight of mica in grams} \times 100}{\text{Weight of sample}}$$

#### 3.20.3.6 REPORT

Report results of the test to the nearest 0.1 percent. The average of the results of the two samples tested will be reported.

### 3.20.4 DETERMINATION OF PERCENTAGE OF CARBONATES IN CRUSHED GRAVEL BY PETROGRAPHIC ANALYSIS

*Standard DOT Specification Section 990A-4*

#### 3.20.4.1 SCOPE

This method of test is used for the visual determination of rock types and deleterious material in coarse aggregates.

#### 3.20.4.2 APPARATUS

The apparatus will be as follows:

1. Binocular microscope.
2. Dilute hydrochloric acid
3. Scale accurate to plus or minus 0.1 gram
4. Geology or mason hammer, or other cracking implement, and a steel striking plate.
5. Penknife, screwdriver, or similar scratching device.

#### 3.20.4.3 PETROGRAPHER

The examiner will have a degree in geology or will be a trained technician with a general background in geology and a specific background in petrology.

#### 3.20.4.4 SAMPLE PREPARATION

A sample of approximately 35 pounds will be split and screened to produce a representative sample of 300 grams of plus no. 4 material for aggregate sizes no. 3 through no. 5, 1000 grams of plus no. 4 material for aggregate sizes no. 56 through no. 68, and 500 grams of plus no. 8 material for aggregate sizes no. 7 through no. 9. The samples will then be washed to remove any coating, which would make particle examination difficult.

#### 3.20.4.5 PROCEDURE

The prepared sample will be divided into rock types as defined in ASTM C 294. This will be done by visual examination with the aid of the binocular microscope, dilute HCl, and cracking and scratching implements. The resulting groups will be weighed to the nearest gram and calculated as a percent of the whole.

Deleterious material samples will be examined for weathered and leached, porous, friable, fractured, altered, or otherwise unsound particles. Pieces affected by such conditions to the degree that their performance may be impaired will be sorted out, weighed, and calculated as a percent of the whole.

Since this is a subjective determination, the following guidelines will be used in determining if particles are weathered and unsound:

1. Can be broken into several pieces by light hammer tap.
2. Show more than superficial oxidation or alteration of feldspars.
3. Are visibly porous.
4. Show numerous micro fractures or cleavage planes.
5. Are of abnormal coloration.

Particles, which are, as outlined above should be considered worthy of close examination.

#### 3.20.4.6 REPORT

The report shall contain the percentage by weight of individual rock types, as defined in ASTM C 294, and percentage by weight of deleterious material, which will be reported as weathered and unsound.

### **3.20.5 DETERMINATION OF PERCENTAGE OF ADHERENT FINES PRESENT IN COARSE AGGREGATE**

*Standard DOT Specification Section 990A-5*

#### **3.20.5.1 SCOPE**

This method of test is used to determine the percentage of adherent fines present in coarse aggregates.

#### **3.20.5.2 APPARATUS**

The apparatus will be in accordance with AASHTO T 11.

#### **3.20.5.3 SAMPLE**

The sample for the test will conform to AASHTO T 11.

#### **3.20.5.4 PROCEDURE**

The test sample will be dried to constant mass at a temperature of 230 plus or minus 9 degrees f and weighed to the nearest 0.1 percent. The sample will be sieved, for a period not to exceed 1 minute, over a no. 16 sieve. The material passing the no. 16 sieve will be considered non-adherent fines. The remaining material will then be tested in accordance with AASHTO T 11 and that material determined to be finer than the no. 200 sieve will be considered adherent fines.

#### **3.20.5.5 REPORT**

The report will include the amount of non-adherent fines computed as a percentage of the total mass of the sample and the amount of adherent fines computed as a percentage of the total mass of the sample.

### **3.20.6 SCRATCH HARDNESS TEST FOR COARSE AGGREGATE PARTICLES**

*Standard DOT Specification Section 990A-4*

#### **3.20.6.1 SCOPE**

This method of test is used to determine the quantity of soft particles in coarse aggregates on the basis of scratch hardness. It is intended to be used to identify materials that are soft including those which are so poorly bonded that the separate particles in the piece are easily detached from the mass. The test is not intended to identify other types of deleterious materials, which may be designated separately in the specifications.

The scratch hardness test should be made on a freshly broken surface of the aggregate particle. If the particle contains more than one type of rock and is partly hard and partly soft, it should be classified as soft only if the soft portion is one third or more of the volume of the particle.

The scratch hardness test may be made on the exposed surface of a particle provided consideration is given to softening of the surface due to weathering. A particle with a thin, soft, and weathered surface and a hard core should normally be classed as "soft".

#### **3.20.6.2 APPARATUS**

Apparatus will be a brass rod, 1/16 inch (1.6 millimeters) in diameter, with a rounded point, mounted in a device so that a load of 2 plus or minus 0.1 pound is applied to the specimen tested. The brass rod will be of suitable hardness so that when filed to a sharp point, it will scratch a copper penny (u.s. Lincoln design), but fail to scratch a nickel (u.s. Jefferson design). For use in the field, the brass rod of the specified size and hardness can be mounted into the wooden shaft of an ordinary lead pencil. A suitable design for the scratch hardness apparatus is on file in the department laboratory.

### 3.20.6.3 PREPARATION OF SAMPLE

Coarse aggregate for the test will consist of material from which the sizes finer than the 3/8-inch sieve have been removed. The sample tested will be of such size that it will yield not less than the amounts of the different sizes prescribed in table 1 below which will be available in amounts of 10 percent or more.

**TABLE 1 Minimum Size of Sample to be Tested (Square Opening Sieves)**

SIEVE SIZE	SAMPLE
INCHES	MASS GRAMS
3/8" TO 1/2"	200
1/2" TO 3/4"	600
3/4" TO 1"	1500
1" TO 1 1/2"	4500
1 1/2" TO 2"	12000

Should the sample contain less than 10 percent of any of the sizes prescribed in table 1 above that size will not be tested but, for the purpose of calculating test results, it will be considered as containing the same percentage of soft particles as the average of the next larger and the next smaller size or, if one of these sizes is absent, it will be considered to have the same loss as the next larger or next smaller size, whichever is present.

The above requirements cover aggregates composed of a mixture of different types of rock. When the aggregate is composed of only one type of rock, the weight of the sample tested may be reduced to an amount considered appropriate by the engineer.

### 3.20.6.5 PROCEDURE

Subject each particle of aggregate under test to a scratching motion of the brass rod, using a pressure of 2 lbs.. Particles are considered to be soft if, during the scratching process, a groove is made in them without deposition of metal from the brass rod, or if separate particles are detached from the rock mass.

### 3.20.6.6 CALCULATION AND REPORT

The report shall include the following:

1. Mass and number of particles of each size of each sample tested with the brass rod.
2. Mass and number of particles of each size of each sample classified as soft in the test.
3. Percentage of test sample classified as soft by mass and by number of particles, and
4. Weighted average percentage of soft particles calculated from percentages in e.3 above and based on the grading of the sample of aggregate received for examination or, preferably, the average grading of the material from that portion of the supply of which the sample is representative. In these calculations, sizes finer than the 9.5-millimeter sieve will not be included.

#### **Important**

Please list plant location (s) from which you will be delivering material (s).

TYPE OF CONCRETE:	LOCATION(S):
GRAY	
WHITE	

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 General

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

### 4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration.

**THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

### 4.3 Number of Bid Proposal Copies

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 Proposal Content

The bid proposal should be submitted as follows:

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
	<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
	<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
	<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
	<a href="#">Appendix 1 - 1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
	<a href="#">4.4.1.5</a>	<a href="#">Appendix 3 – Executive Order 134 Certification</a>



## 4.4.1 FORMS

### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

### 4.4.1.4 SET-ASIDE CONTRACTS

Not applicable to this procurement.

## 4.4.2 SUBMITTALS

### 4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

If requested by the State, the bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP during the bid evaluation process. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application. Failure to provide MSDS sheets when requested during the bid evaluation process will result in rejection of the bid for that particular product(s).

### 4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so. All information must be clearly printed or typed. You may list additional accounts on a separate sheet. Indicate that a separate sheet is attached at the bottom of this form.

Contact Person Data	
Bidder's Name and FEIN:	
Individual to be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.	
Name:	
Address:	
City, State	

Telephone #:		
Fax #		
2. Years of this individual's experience in servicing similar accounts: _____		
3. Identify similar accounts this individual has serviced (Include name and contact numbers)		
Account	Contact Name	Contact Phone

#### 4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

Bidder Reference Data Sheet	
Bidder's Name and FEIN	
1. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship:
Annual Value for most recent contract	Year:
2. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship:
Annual Value for most recent contract	Year:
3. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship
Annual Value for most recent contract	Year

4. Customer Name:	Location:
1 <sup>st</sup> individual	Phone #
2 <sup>nd</sup> individual	Phone #
Length of relationship	Dates of relationship
Annual Value for most recent contract	Year

#### 4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List

Mandatory Contractor Sheet – Terminated Contracts	
Bidder's Name and FEIN:	
1. Customer Name	Location
Contact person	Phone #
Reason for termination	Phone #
Date of Termination	Length of relationship
Annual Value for most recent contract	Year
2. Customer Name	Location
Contact person	Phone #
Reason for termination	Phone #
Date of Termination	Length of relationship
Annual Value for most recent contract	Year
3. Customer Name	Location
Contact person	Phone #
Reason for termination	Phone #
Date of Termination	Length of relationship
Annual Value for most recent contract	Year

#### 4.4.2.5 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Within ten days of a request from the State, bid samples must be made available and delivered to NJDOT as specified in the request and at the bidder's

expense for evaluation and testing purposes. Bid samples will not be returned. The NJDOT will conduct laboratory tests to assure that the bid samples submitted conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP. The testing results of the State are final.

#### 4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### 4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) which are provided as an additional document on the bidding opportunities web page. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### 4.4.4 METHOD OF BIDDING

##### 4.4.4.1 ANALYSIS AND DETERMINATION OF BID PRICING

**Gray Transit Mix Portland Cement Concrete:** Bid pricing for a particular county and zone will be determined using the following method. For each of the classes of gray concrete specified in the proposal in Category (A) delivery of 2-4 cubic yards, it will be assumed that an average delivery of 3 cubic yards will be ordered; in category (B) delivery in excess of 4 cubic yards, it will be assumed that an average delivery of 6 cubic yards will be ordered. The sum of the products determined by multiplying the unit bid price per cubic yard submitted in Category (A) by 3 cubic yards and in Category (B) by 6 cubic yards for a particular class gray concrete divided by 9 cubic yards will provide the average unit price for each class of gray concrete. The total sum of the average unit price for each class of gray concrete divided by the number of classes of gray concrete for which bid prices have been submitted in the proposal will be the overall average unit price bid per cubic yard of gray transit mix Portland cement concrete (delivered) in the proposal. This overall average unit price bid will be used to determine the low bidder for that particular zone.

The bidder must submit bid prices in both categories (2-4 Cu. Yds. and in excess of 4 Cu. Yds.) for each of the classes of gray transit mix Portland cement concrete (class "A", "B" and "C") specified on the pricing pages of this proposal. If the bidder fails to submit or omits a required bid price, either intentionally or unintentionally, the entire bid for that zone/county will be rejected.

**White Transit Mix Portland Cement Concrete:** Bid pricing for a particular county and zone will be determined using the following method. For each of the classes of white concrete specified in the proposal in Category (A) delivery of 2-4 cubic yards, it will be assumed that an average delivery of 3 cubic yards will be ordered; in Category (B) delivery in excess of 4 cubic yards, it will be assumed that an average delivery of 6 cubic yards will be ordered. The sum of the products determined by multiplying the unit bid price per cubic yard submitted in Category (A) by 3 cubic yards and in Category (B) by 6 cubic yards for a particular class white concrete divided by 9 cubic yards will provide the average unit price for each class of white concrete. The total sum of the average unit price for each class of white concrete divided by the number of classes of white concrete for which bid prices have been submitted in the proposal will be the overall average unit price bid per cubic yard of white transit mix Portland cement concrete (delivered) in the proposal. This overall average unit price bid will be used to determine the low bidder for that particular zone.

The bidder must submit bid prices in both categories (2-4 Cu. Yds. and in excess of 4 Cu. Yds.) for class "B" of white transit mix Portland cement concrete specified on the pricing pages of this proposal. If the

bidder fails to submit or omits a required bid price, either intentionally or unintentionally, the entire bid for that zone/county will be rejected.

The bidder is to submit only one price per line item for delivered quantities. Failure to do so will result in rejection of bid for the affected portion of the bid.

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

### 5.1 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

#### 5.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### 5.1.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

#### 5.1.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

## 5.2 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions [Appendix 1](#) of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### 5.3 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

"Contracting agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A contractor shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L.

1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

## 5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of one (1) year. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

## 5.5 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety - (90)** days beyond the expiration date of the contract.

## 5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## 5.7 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

## 5.8 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.8.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.8.2 During the period of the contract, no contractual changes are permitted unless approved in writing by the Director.

5.8.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

## 5.9 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items, which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.



## 5.10 DISCLOSURE OF PRODUCT COMPOSITION

The contractor must furnish MSDS or manufacturer's equivalent information sheets on the products and/or chemicals used in performing the services specified in the contract to the Using Agency. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application.

## 5.11 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

## 5.12 MANUFACTURING/PACKAGING REQUIREMENTS

5.12.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.12.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## 5.13 PERFORMANCE BOND

A performance bond is not required for this RFP.

## 5.14 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## 5.15 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## 5.16 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 5.17 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a quarterly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the Contractor's total sales volume under contract, subtotaled by product and using agency.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

## 5.18 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### 5.18.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any

other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### 5.18.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

#### 5.18.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in [Appendix 3](#) attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, in the form of the Disclosure attached hereto as [Appendix 4](#). A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State's request.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. A copy of the Continuing Disclosure of Political Contributions is attached hereto as [Appendix 5](#). A separate disclosure is required for each person or organization defined above as a business entity.

#### 5.18.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer

determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

## 6.0 PROPOSAL EVALUATION/CONTRACT AWARD

### 6.1 EVALUATION CRITERIA

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

### 6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### 6.3 CONTRACT AWARD

- a) Award will be made separately for both Gray, classes "A", "B", and "C", and White, class "B", transit mix Portland cement concrete for each county and geographic zone as specified in Section 4.4.4.1 of the RFP. Award will be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. any or all bids may be rejected when the State Treasurer or the Director of determines that it is in the public interest to do so.
- b) Awards for F.O.B. Plant (Pick-up) will only be made to bidders who have been awarded a county/zone for the Gray/White transit mix cement concrete. No award will be made exclusively for F.O.B. Plant (Pick-up) category only.

## 7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

### 7.1 ATTACHMENTS - To be submitted with bid proposal.

1. OWNERSHIP DISCLOSURE FORM
2. MACBRIDE PRINCIPLES FORM
3. AFFIRMATIVE ACTION SUPPLEMENT FORMS
4. COOPERATIVE PURCHASING FORM
5. RECIPROCITY FORM
6. COUNTY ZONES

### 7.2 APPENDICES

1. NEW JERSEY STANDARD TERMS AND CONDITIONS
2. SET-OFF FOR STATE TAX NOTICE
3. EXECUTIVE ORDER 134 CERTIFICATION
4. DISCLOSURE OF POLITICAL CONTRIBUTIONS
5. CONTINUING DISCLOSURE OF POLITICAL CONTRIBUTIONS

# ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
STATE OF NEW JERSEY  
33 W. STATE ST., 9TH FLOOR  
PO BOX 230  
TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 05-X-36389

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### COMPLETE ALL QUESTIONS BELOW

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?<br>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)   | _____      | _____     |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)   | _____      | _____     |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) | _____      | _____     |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

PRINT OR TYPE: \_\_\_\_\_ (Signature)

PRINT OR TYPE: \_\_\_\_\_ (Name)

PRINT OR TYPE: \_\_\_\_\_ (Title)

FEIN/SSN#: \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title Name (Type or Print)**

\_\_\_\_\_  
**Name of Company Name (Type or Print)**

\_\_\_\_\_  
**Date**



## **ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b> DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b> BID NUMBER: 05-X-36389  NAME OF BIDDER: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
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**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).  
☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).  
☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",  
or  
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**

**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY      STATE      ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY      STATE      ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: [      ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [      ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY      STATE      ZIP CODE

**OFFICIAL USE ONLY**

<b>DATE RECEIVED</b>		<b>OUT OF STATE PERCENTAGES</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>
MO/DAY/YR	COUNTY	MINORITY      FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees										
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)						15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO		16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR		
14. DATES OF PAYROLL PERIOD USED										

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)      PHONE (AREA CODE, NO. & EXTENSION)

**FORM AA302**

## **ATTACHMENT 4 - COOPERATIVE PURCHASING FORM**

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	NUMBER: 05-X-36389 BID OPEN DATE: 01/11/05 TIME: 2PM T-NUMBER: T-0157 BIDDERS NAME: BIDDERS FID:
--	---

### **IMPORTANT NOTICE**

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

#### **AGREEMENT TO EXTEND STATE CONTRACT TERMS TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES**

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J. S.A. 52 :25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS,  
SQUADS TO PARTICIPATE IN STATE CONTRACTS.

VOLUNTEER FIRST AID SQUADS AND RESCUE

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES, MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MAY NOT CHANGE HIS DECISION DURING THE CONTRACT TERM.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES \_\_\_\_\_

NO \_\_\_\_\_

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO" .

**NOTE: NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD.**

## **ATTACHMENT 5 - RECIPROCITY FORM**

### **RECIPROCITY FORM** **(Optional Submission)**

### **IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....

**Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution

☐ Notice to Bidder

☐ Regulations/Laws

☐ Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

## **ATTACHMENT 6 - COUNTY ZONES FOR DETERMINING BID PRICES FOR MATERIALS**

Below is a detail description to the Zones per county, which are indicated on the pricing lines of this Request for Proposal.

### **Atlantic County:**

Zone 1: Between Rt. 30 to the North of Rt. 40 to the South  
Zone 2: South of Rt. 40  
Zone 3: North of Rt. 30

### **Bergen County:**

Zone 1: All of Bergen County

### **Burlington County:**

Zone 1: North/East of Rt. 537  
Zone 2: Between Rt. 537 to the North and Rt. 70 to the South  
Zone 3: South of Rt. 70

### **Cumberland County:**

Zone 1: West of Rt. 47  
Zone 2: East of Rt. 47

### **Cape May County:**

Zone 1: North of Rt. 550  
Zone 2: South of Rt. 550

### **Camden County:**

Zone 1: North of Rt. 544  
Zone 2: South of Rt. 544

### **Essex County:**

Zone 1: All of Essex County

### **Gloucester County:**

Zone 1: North of Rt. 322  
Zone 2: South of Rt. 322

### **Hudson County:**

Zone 1: All of Hudson County

Hunterdon County:

Zone 1: North of a line formed by Rt. 12 at Delaware River East  
To Rt. 202, North on Rt. 202 to County Line.

Zone 2: South of a line formed by Rt. 12 at Delaware River East  
To Rt. 202, North on Rt. 202 to County Line.

Mercer County:

Zone 1: West of Rt. 1

Zone 2: East of Rt. 1

Monmouth County:

Zone 1: North of line along Rt. 33 East to East on Rt. 33 Business

Zone 2: South of line along Rt. 33 East to East on Rt. 33 Business

Middlesex County:

Zone 1: East of Rt. 18

Zone 2: West of Rt. 18

Ocean County:

Zone 1: North of a line formed by Rt. 70 East to Rt. 37 East

Zone 2: South of a line formed by Rt. 70 East to Rt. 37 East

Morris County:

Zone 1: Southwest of a line formed by Rt. 15 South to Rt. 80 East  
To Rt. 287 South

Zone 2: Northeast of a line formed by Rt. 15 South to Rt. 80 East  
To Rt. 287 South

Passaic County:

Zone 1: Northwest of Rt. 287

Zone 2: Southeast of Rt. 287

Salem County:

Zone 1: West of Rt. 45

Zone 2: East of Rt. 45

Somerset County:

Zone 1: North of Rt. 22

Zone 2: South of Rt. 22

Sussex County:

Zone 1: West of Rt. 15

Zone 2: East of Rt. 15

Union County:

Zone 1: All of Union County

Warren County:

Zone 1: North of Rt. 46

Zone 2: South of Rt. 46



## **APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

**BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. As mandated by this bid, failure to submit a copy of the Business Registration Certificate within the bid proposal will be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has

disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The

contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### **3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
  1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
    - a. Issue an award notice for those offers accepted by the State;
    - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### **4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

**4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.



## **APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

### **NOTICE TO ALL BIDDERS** **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

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**APPENDIX 3 – EXECUTIVE ORDER 134 CERTIFICATION**

**Effective October 15, 2004**  
**Executive Order 134 Certification**

**Bidder:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

For the purpose of this Certification:

“Business Entity” - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household. A separate certification is required for each person or organization defined above as a Business Entity.

“Contribution” – means a Contribution reportable by the recipient under the “New Jersey Campaign Contributions and Expenditures Reporting Act,” P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. Currently, Contributions in an amount in excess of \$400 during a reporting period are deemed “reportable” under these laws.

As of January 1, 2005, that threshold will be reduced to Contributions in excess of \$300.

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I hereby certify as follows:

1. Commencing on and after October 15, 2004, the below named person, company or organization has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Executive Order 134, signed by Governor James E. McGreevey on September 22, 2004 (hereafter “E.O. 134”).

**a) Within the 18 months (from October 15, 2004) immediately preceding the Solicitation, the Business Entity has not made a Contribution to:**

- (i) Any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; or
- (ii) Any State or county political party committee

**b. Effective October 15, 2004, during the term of office of the current Governor, the Business Entity has not made a Contribution to**

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

**c) Effective October 15, 2004, within the 18 months immediately preceding the last day of the term of office of the Governor, the Business Entity has not made a Contribution to**

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or County political party committee of the political party nominating such Governor in the last gubernatorial election preceding the election. In the event such a Contribution has been made, the Business Entity will be barred from receiving the award of a contract throughout the remaining term of the current Governor and the full term of the next Governor.

2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.
3. This certification is submitted to the Division of Purchase and Property (the "Division") in order to induce the Division to accept the Bidder's bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein, and that compliance with EO 134 is a material term of any contract awarded pursuant to the solicitation for this bid proposal.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Company or Organization: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Relationship to Contractor (check one):**

- |   |  |
|---|--|
| <input type="checkbox"/> Officer or other authorized representative | <input type="checkbox"/> Principal       |
| <input type="checkbox"/> Political Organization                     | <input type="checkbox"/> Spouse or child |
| <input type="checkbox"/> Subsidiary                                 |  |

**APPENDIX 4 – DISCLOSURE OF POLITICAL CONTRIBUTIONS**

**Effective October 15, 2004**  
**Disclosure of Political Contributions**

**Bidder:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

Pursuant to Executive Order #134 (“EO 134”) promulgated by the Honorable James E. McGreevey, Governor of New Jersey, all business entities with which the State intends to contract are required to disclose all Contributions in excess of \$400 (N.J.A.C. 19:25-10(1), et seq.) (in excess of \$300 as of January 1, 2005) from October 15, 2004, through the date of signing of this disclosure, to any entity designated and organized as a “political organization” under 26 U.S.C.A. §527, that is also defined as “continuing political committee” under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Indicate “none” if no Contributions are being declared.**

A separate Disclosure must be submitted by each of the following, defined as a “Business Entity” under EO 134:

- (i) a Business Entity submitting a Disclosure on its own behalf;
- (ii) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit;
- (iii) any subsidiaries directly or indirectly controlled by the business entity;
- (iv) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; or
- (v) if a business entity is a natural person, that person's spouse or child, living at the same address.

Name of Political Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Committee

This certification is submitted to the Division of Purchase and Property (the “Division”) in order to induce the Division to accept the Bidder’s bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Company or Organization:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Relationship to Contractor (check one):**

☐ Officer or other authorized representative

☐ Principal

☐ Political Organization

☐ Subsidiary

☐ Spouse or child

**APPENDIX 5 – CONTINUING DISCLOSURE OF POLITICAL CONTRIBUTIONS****Effective October 15, 2004****Continuing Disclosure of Political Contributions****Bidder:** \_\_\_\_\_**Solicitation Number:** \_\_\_\_\_

Pursuant to Executive Order #134 ("EO 134") promulgated by the Honorable James E. McGreevey, Governor of New Jersey, all business entities with which the State intends to contract are required to disclose all Contributions in excess of \$400 (N.J.A.C. 19:25-10(1), et seq.) (in excess of \$300 as of January 1, 2005) from October 15, 2004 through the date of signing of this disclosure, to any entity designated and organized as a "political organization" under 26 U.S.C.A. § 527, that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Indicate "none" if no Contributions are being declared.**

A separate Disclosure must be submitted by each of the following, defined as a "Business Entity" under EO 134:

- (i) a Business Entity submitting a Disclosure on its own behalf;
- (ii) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit;
- (iii) any subsidiaries directly or indirectly controlled by the business entity;
- (iv) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; or
- (v) if a business entity is a natural person, that person's spouse or child, living at the same address.

Name of Political Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Committee

**Pertaining to Disclosure of Political Contributions to: any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; and any State or county political party committee**  
**Indicate "none" if no Contributions are being declared.**

Name of Committee or Fund	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Company or Organization:** \_\_\_\_\_**By:** \_\_\_\_\_**Title:** \_\_\_\_\_**Print Name:** \_\_\_\_\_**Date:** \_\_\_\_\_**Relationship to Contractor (check one):**☐ Officer or other authorized representative☐ Principal☐ Political Organization☐ Subsidiary☐ Spouse or child